



# AGENDA

**BOARD OF TRUSTEES MEETING**  
 Thursday, December 14, 2006, 12:30 p.m.  
 Davis County Courthouse, Room 236  
 28 East State Street, Farmington, UT

12:30	Lunch with Personnel Committee Members	Room 230
1:00	Call to Order	Dan McConkie
	Review of Board Members Absent	Dan McConkie
	Approval of November 16 Meeting Minutes	Dan McConkie

## ITEM INFORMATION

1:05	Recess for Public Hearing on 2007 UCIP Budgets	Dan McConkie
	Reconvene	Dan McConkie
1	Annual Membership Meeting Review	Lester Nixon
2	Loss Control Manager's Report	Mark Brady
3	Chief Executive Officer's Report	Lester Nixon

## ACTION

4	Elect Officers	Dan McConkie
5	Appoint Chair of the Litigation Management & Personnel Committees	Dan McConkie
6	Designate Signers for Business Checks	Lester Nixon
7	Set Date, Time and Place of Regular Meetings for 2007	Lester Nixon
8	Approve Typographical Errors Corrections in Bylaws	Lester Nixon
9	Award Contract for Audit Services to Larson and Company	Lynn Lemon
10	Approve Reinsurance Arrangements for 2007 Liability, Workers' Compensation, Property, Crime	Lester Nixon
11	Approve 2007 Multiline Best Practices Program	Mark Brady
12	Approve 2007 Workers Compensation Best Practices Program	Mark Brady
13	Review and Approve Contracts for 2007	Lester Nixon
14	Approve Amended 2006 Budgets	Lester Nixon
15	Adopt 2007 Budgets	Dan McConkie
16	Set Date and Time for Closed Meeting to Discuss the Purchase, Exchange, or Lease of Real Property	Dan McConkie
17	Action on Real Property Matters	Dan McConkie
18	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Dan McConkie
19	Action on Personnel Matters	Dan McConkie
20	Ratification and Approval of Payments and Credit Card Transactions	Gene Roundy
	Other Business	Dan McConkie
4:00	Schedule Next Meeting	Dan McConkie



**AFFIDAVIT OF DAN McCONKIE**


**STATE OF UTAH** )  
 )  
 )  
**COUNTY OF SALT LAKE** )

Dan McConkie, being duly sworn upon oath, deposes and says:

1. That the affiant has personal knowledge of the matters hereinafter referred to in this Affidavit.
2. That the Affiant, on or about the 14 day of December, 2006, presided over a meeting of the Utah Counties Insurance Pool Board of Trustees, an open and public meeting within the provisions of Chapter 4, Title 52, Utah Code Annotated, 1953, as amended.
3. That a quorum of the Utah Counties Insurance Pool Board of Trustees was present and at least two-thirds of the members present, voted to close the meeting pursuant to the provisions of Section 52-4-4, Utah Code Annotated, 1953, as amended, for the purpose of discussing the character, professional competence, or physical or mental health of an individual.
4. That the affiant was present throughout the meeting and, pursuant to the provisions of Section 52-4-7.5, the affiant does hereby affirm that the sole purpose for closing the meeting was to discuss the character, professional competence, or physical or mental health of an individual or individuals.

FURTHER, Affiant saith not.

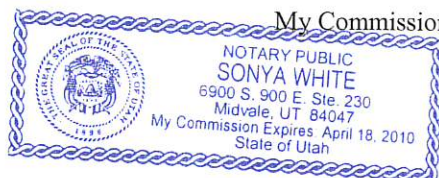
DATED this 14 day of December, 2006.

  
DAN McCONKIE, President  
Utah Counties Insurance Pool

On the 14 day of December 2006, personally appeared before me Dan McConkie, who, after being by me duly sworn, deposed and said that the information contained in the above and foregoing Affidavit is true and correct.

  
NOTARY PUBLIC

Residing at: midvale, Utah  
My Commission Expires: April 18, 2010









## **BOARD OF TRUSTEES MEETING M I N U T E S**

December 14, 2006, 12:30 p.m.  
Davis County Courthouse, Farmington, UT

### **BOARD MEMBERS PRESENT**

Dan McConkie, *President*, Davis County Commissioner  
Lynn Lemon, *Vice President*, Cache County Executive  
Steve Baker, Davis County Personnel Director  
Ken Bischoff, Weber County Commissioner  
Kay Blackwell, Piute County Commissioner  
Karla Johnson, Kane County Clerk-Auditor  
Jim Nyland, Grand County Sheriff  
Kent Sundberg, Utah County Deputy Attorney  
Steve Wall, Sevier County Clerk-Auditor  
Steve White, Utah County Commissioner

### **MEMBER ELECT PRESENT**

Bruce Adams, San Juan County Commissioner

### **BOARD MEMBERS ABSENT**

Gene Roundy, *Secretary-Treasurer*, Iron County Commissioner  
Jim Eardley, Washington County Commissioner  
Ira Hatch, Emery County Commissioner

### **OTHERS PRESENT**

Lester Nixon, Chief Executive Officer  
Mark Brady, Loss Control Manager  
Sonya White, Manager of Administration

### **Call to Order**

Following lunch, Dan McConkie called this meeting of the Utah Counties Insurance Pool Board of Trustees to order at 1:00 p.m. on December 14, 2006. Dan welcomed and introduced Bruce Adams, who was elected to the 2007 Board of Trustees at the November 30, 2006 Annual Membership Meeting.

### **Review of Board Members Absent**

Gene Roundy requested to be excused from this meeting due to his attendance at the Republican Caucus. Jim Eardley requested to be excused from this meeting due to a family commitment. Ira Hatch requested to be excused from this meeting due to a prior commitment. Ken Bischoff made a motion to excuse Gene Roundy, Jim Eardley and Ira Hatch from this meeting. Lynn Lemon seconded the motion, which passed unanimously.

### **Approval of November 16, 2006 Meeting Minutes**

The minutes of the Board of Trustees meeting held November 16, 2006 were previously sent to the Board of Trustees for review. Steve Wall made a motion to approve the November 16, 2006 Board meeting minutes as written. Karla Johnson seconded the motion, which passed unanimously.

### **Recess for Public Hearing on 2007 UCIP Budgets**

Lynn Lemon made a motion for the Board of Trustees to recess at 1:05 p.m. for a scheduled Public Hearing to review the Utah Counties Insurance Pool's 2007 Budgets; Multiline (see attachment #1), Workers' Compensation (see attachment #2), Employee Benefits (see attachment #3) and Administration (see attachment #4). Steve White seconded the motion, which passed unanimously. No one came forward to speak at the Public Hearing. There were no questions or concerns from the Board. Lynn Lemon made a motion to close the public hearing on the 2007 UCIP Budgets. Steve White seconded the motion, which passed unanimously.



### **Adopt 2007 Budgets**

Karla Johnson made a motion to adopt the Utah Counties Insurance Pool's 2007 Budgets; Multiline, Workers' Compensation, Employee Benefits and Administration. Ken Bischoff seconded the motion, which passed unanimously.

### **Annual Membership Meeting Review**

Lester Nixon provided the Board with a copy of the survey results from the November 30, 2006 Membership Meeting (see attachment #5). Out of the 68 attendees, 33 have responded to the survey showing a 62.9% overall *excellent* rating. Members gave high ratings to the presenters and the information provided. 70% of those participating in the survey want to continue to have the Annual Membership Meeting at Thanksgiving Point in Utah County. Lester explained that there was a Bylaws violation that occurred during the Board Election process. Morgan County did not have either their designated representative or alternate at the meeting to vote on behalf of the County. The Board allowed the only person attending from Morgan County to vote. Also, staff made an error on the roll call sheet as to who the appointed designated representative was from Duchesne County. A member who was neither the designated representative nor alternate voted on behalf of Duchesne County.

### **Loss Control Manager's Report**

Mark Brady reported that he has completed the annual Multiline Risk Management Program and Workers' Compensation Loss Control Program reviews with each member county. Mark provided the Board with the preliminary results (see attachment #6). Five counties were 100% compliant to the Multiline Program and three counties were 100% compliant to the Workers' Compensation Program. Participation continues to increase each year as well as the percentage compliant.

Mark and Brody Parker have 30 in-county training sessions available, upon request, to members for 2007 (see attachment #7). Upcoming training opportunities for members are the: Facilities Management Conference (February 22), Planning and Zoning Conference (April 5), Insurance Coordinator's Workshop (April 17), Personnel Workshop (May 17-18) and Risk Management Certification (August 13-16).

### **Chief Executive Officer's Report**

Lester Nixon announced that he has been elected to the Association of Governmental Risk Pools (AGRiP) Board of Trustees.

Lester reviewed the month ending November 2006 Multiline Pool loss report with the Board (see attachment #8). The number of claims open for the current year is 75, with 206 closed. Total paid for the current year is \$548,650, with \$1,357,072 total incurred, for a loss ratio of 30% for the Pool. The *All Years* sheet shows total claims handled/closed through the Pool is 4,499, with the total amount incurred at \$25,448,757 for a loss ratio of 49%. Lester explained that the Workers' Compensation claims data is in the process of being converted so no loss report was available for the Board to review.

### **Elect Officers**

Pursuant to Article 6.1 of the Bylaws: *Officers shall be elected by and from among the Trustees, at the first Board meeting following each annual meeting of the Members.* Currently serving are Dan McConkie, President; Lynn Lemon, Vice-President; and Gene Roundy, Secretary-Treasurer. Karla Johnson made a motion to elect Lynn Lemon as President of the UCIP Board of Trustees. Steve White seconded the motion. Steve Wall made a motion to cease nominations. Steve White seconded the motion, which the motion to elect Lynn Lemon as President, effective January 1, passed unanimously. Karla Johnson made a motion to elect Kay Blackwell as Vice-President of the UCIP Board of Trustees. Lynn Lemon seconded the motion. Lynn Lemon made a motion to cease nominations. Karla Johnson seconded the motion, which the motion to elect Kay Blackwell as Vice-President, effective January 1, passed unanimously. Kay Blackwell made a motion to elect Steve Wall as Secretary-Treasurer of the UCIP Board of Trustees. Karla Johnson seconded the motion. Steve Baker made a motion to cease nominations. Lynn Lemon seconded the motion, which the motion to elect Steve Wall as Secretary-Treasurer, effective January 1, passed unanimously.



#### **Appoint Chair of the Litigation Management and Personnel Committees**

Pursuant to Article 5.1 of the Bylaws: *Trustees serving pursuant to subsections (j) and (k) shall serve two-year terms ending in even numbered years. 5.1 (j) One Trustee, appointed by the Board, shall be the chair of the Litigation Management Committee and; (k) One Trustee, appointed by the Board, shall be the chair of the Personnel Committee.* Kay Blackwell made a motion to appoint Kent Sundberg as the Chair of the Litigation Management Committee and Steve Baker as the Chair of the Personnel Committee. Lynn Lemon seconded the motion, which passed unanimously.

#### **Designate Signers for Business Checks**

Steve White made a motion to designate the authorized Board signers on the UCIP Wells Fargo Accounts as the Officers: Lynn Lemon, Kay Blackwell, Steve Wall and Trustees: Steve Baker and Kent Sundberg. Karla Johnson seconded the motion, which passed unanimously.

#### **Set Date, Time and Place of Regular Meetings for 2007**

Lester Nixon proposed the following meeting dates for 2007: February 15, April 18, June 1, August 13, October 18, November 15 and December 13. Kay Blackwell made a motion to approve the regular meeting dates as recommended. Karla Johnson seconded the motion. Conflicts were discussed. Lynn Lemon made a substitute motion to set the dates, times and places, for the Utah Counties Insurance Pool Board of Trustees regular meetings for: February 15, 2:00 p.m. in Davis County; April 18, 6:00 p.m. in Cache County; June 1, 12:00 p.m. in Weber County; August 13, 6:00 p.m. in Iron County; October 18, 10:00 a.m. in Sevier County; November 15, 6:00 p.m. in Washington County and December 13, 10:00 a.m. in Grand County. Steve White seconded the motion, which passed unanimously.

#### **Approve Corrections to Typographical Errors in Bylaws**

Lester Nixon explained that the renumbering of Trustee positions were not made in accordance with the membership approved changes to the Bylaws on December 1, 2005. Article 5.9, *Any vacancy in the position of the appointed Trustee under Article 5.1 (a)-(c)...* should read: *Article 5.1 (a)-(d).* Article 5.10, *Any vacancy in the position of an appointed Trustee under Article 5.1 (h)-(j)...* should read: *Article 5.1 (i)-(k).* Steve Wall made a motion to approve the typographical errors in the Amended Bylaws of the Utah Counties Insurance Pool. Steve Baker seconded the motion, which passed unanimously.

#### **Award Contract for Audit Services to Larson and Company**

Lynn Lemon and Lester Nixon reported that a request for proposal for audit services was sent to eight local CPA firms as well as a notice published in the Salt Lake Tribune. Audit Committee members and Lester reviewed the received proposals and recommend that audit services be awarded to Larson and Company (see attachment #9). Lynn Lemon made a motion to award the Audit Services Contract to Larson and Company. Ken Bischoff seconded the motion, which passed unanimously. Lester explained that Larson and Company will meet with the Audit Committee in February, conduct the audit in February and March, meet with the Audit Committee in March and the final audit report will be given to the Board at its June Retreat.

#### **Approve Reinsurance Arrangements for 2007**

Lester Nixon reported that he is waiting for the property reinsurance arrangement quotes from Marsh, Willis, Driver Aliant and Gallagher. The liability reinsurance renewal, through County Reinsurance Limited (CRL), will increase eight percent due to growth in the Pool, member exposure increases and reserve increases (see attachment #10). The workers' compensation reinsurance, through CRL, will increase eight percent (see attachment #11). CRL has provided a separate quote for St. George City. The City will be self-funded and UCIP will offer a quote for reinsurance coverage. Lester is scheduled to meet with the City Attorney on Monday, December 18. Lynn Lemon made a motion to approve the reinsurance arrangement through County Reinsurance Limited for liability and workers' compensation coverage and authorize Lester Nixon to negotiate the property (including crime) reinsurance arrangement with the company providing the best proposal/quote. Karla Johnson seconded the motion, which passed unanimously.





### **Set Date and Time for Closed Meeting**

Kent Sundberg made a motion to set the date and time for a closed meeting to discuss the purchase, exchange or lease of real property for December 14, 2006 at 2:55 p.m. Steve Wall seconded the motion, which passed unanimously. Board Members present during the closed meeting were: Dan McConkie, Lynn Lemon, Steve Baker, Ken Bischoff, Kay Blackwell, Karla Johnson, Jim Nyland, Kent Sundberg, Steve Wall and Steve White. Others present were: Bruce Adams, Mark Brady, Lester Nixon, Sonya White, Heather Thuet and Craig Wentz.

Lynn Lemon made a motion to conclude the closed meeting to discuss the purchase, exchange or lease of real property at 3:20 p.m. on December 14, 2006. Karla Johnson seconded the motion, which passed unanimously.

### **Action on Real Property Matters**

Steve Wall made a motion to retain Christensen and Jensen, Attorneys at Law, represented by Craig Wentz, to advise the Pool in matters concerning property purchase and development and to proceed as discussed in closed session. Steve Baker seconded the motion, which passed unanimously. Karla Johnson made a motion authorizing Lester Nixon to sign the Waiver of Potential Conflict of Interest agreement between the Pool and Christensen and Jensen. Lynn Lemon seconded the motion, which passed unanimously. Karla Johnson made a motion authorizing Lester Nixon to advance, if necessary and if all property contingencies have been met, five percent (not to exceed \$50,000) earnest money. Ken Bischoff seconded the motion, which passed unanimously.

### **Approve 2007 Multiline Best Practices Program**

Mark Brady reviewed the changes to the 2007 Multiline Best Practices Program (formerly the Risk Management Program) with the Board (see attachment #12). Page 4, item 2.8 requires volunteers who are age 68 and above to complete the AARP Driver Safety Course. Page 6, item 3.10 requires county policy that volunteers be approved by the county pursuant to Utah Code Section 67-20-4 prior to service. Page 10, item 7.3 allows for a credit if county policy states that no alcohol is to be served at county facilities. Item 7.5 allows for a credit if one person from the county attends the UCIP Facilities Management Conference. Page 12, item 9.2 allows for a supplementary credit if the county's claim severity decreases from the prior year. Steve White made a motion to approve the 2007 Multiline Best Practices Program as updated. Karla Johnson seconded the motion, which passed unanimously.

### **Approve 2007 Workers' Compensation Best Practices Program**

Mark Brady reviewed the changes to the 2007 Workers' Compensation Best Practices Program (formerly the Loss Control Program) with the Board (see attachment #13). Page 4, item 4.4 requires written policies and training consistent with OSHA requirement for hearing protection. Page 6, item 6.2 allows for a supplementary credit if the county's claim frequency decreases. Page 6, item 6.3 allows for a supplementary credit if the county participates in UCIP's supervisor training on loss control. Steve White made a motion to approve the 2007 Workers' Compensation Best Practices Program as updated. Steve Baker seconded the motion, which passed unanimously.

### **Review and Approve Contracts for 2007**

Lester Nixon reviewed the following contracts for services with the Board: Actuarial, By The Numbers Actuarial Consulting (four year contract expires 8/21/07); Multiline and Workers' Compensation Claims Management System, Mountain View Software; Auditing and Accounting Compilations, Larson and Company (annual engagement letter); and Workers' Compensation Consulting Services, Pfeiffer Consulting (see attachment #14). Lester explained that he has negotiated a \$5.00 per employee administration fee, paid to UCIP by Public Employees Health Program (PEHP). The per employee administration fee for the vision program, through OptiCare, is 10%. Lynn Lemon made a motion to approve the renewing contracts for 2007 and authorize Lester Nixon to sign the Engagement Letter between UCIP and Larson and Company. Kay Blackwell seconded the motion, which passed unanimously.



### **Approve Amended 2006 Budgets**

Lester Nixon recommended the following amendments to the 2006 Multiline Budget: Investment Income increased from \$350,000 to \$413,260, Reinsurance decreased from \$1,018,241 to \$1,010,101, Actuarial Analysis decreased from \$8,500 to \$4,000 and Transfer to Administration Budget increase from \$858,253 to \$934,153. Lester recommended the following amendments to the 2006 Workers' Compensation Budget: Actuarial Analysis decrease from \$8,500 to \$4,000, Self-Insurer's Bond decrease from \$37,500 to \$36,200, Self-Insurer's Tax decrease from \$70,000 to \$53,700 and the Transfer to Administration Budget increase from \$198,578 to \$220,678. Lester recommended the following amendments to the 2006 Administration Budget: Depreciation item added in the amount of \$98,000. Lynn Lemon made a motion to approve the amended 2006 budgets as recommended. Karla Johnson seconded the motion, which passed unanimously.

### **Set Date and Time for Closed Meeting**

Karla Johnson made a motion to set the date and time for closed meeting to discuss character, professional competence, and/or physical/mental health of an individual for December 14, 2006 at 4:20 p.m. Steve Wall seconded the motion, which passed unanimously. Board Members present during the closed meeting were: Dan McConkie, Lynn Lemon, Steve Baker, Ken Bischoff, Kay Blackwell, Karla Johnson, Jim Nyland, Kent Sundberg, Steve Wall and Steve White. Other present were Bruce Adams and Lester Nixon.

Lynn Lemon made a motion to conclude the closed meeting to discuss character, professional competence, and/or physical/mental health of an individual at 4:50 p.m. on December 14, 2006. Ken Bischoff seconded the motion, which passed unanimously.

### **Action on Personnel Matters**

Karla Johnson made a motion to approve a two percent cost of living allowance for all UCIP employees. Lynn Lemon seconded the motion, which passed unanimously.

Lynn Lemon made a motion to approve a new car allowance plan, to replace the purchase of UCIP automobiles, which will be phased-in over the next two years. Along with the recommended monthly allowance, mileage will be paid from zero miles for any business travel over 70 miles round trip. Kay Blackwell seconded the motion, which passed unanimously. The Board will revisit the plan in December 2007.

Steve White made a motion to approve the salary and bonus adjustments pursuant to the CEO's performance evaluation. Kay Blackwell seconded the motion, which passed unanimously.


### **Ratification and Approval of Payments and Credit Card Transactions**

Lynn Lemon reviewed the payments made, payments to be made (see attachment #15) and credit card transactions with the Board. Steve Wall made a motion to approve the payments made, payments to be made and credit card transactions. Ken Bischoff seconded the motion, which passed unanimously.

### **Other Business**

The next meeting of the Board of Trustees is scheduled for February 15, 2007 at 2:00 p.m. at the Davis County Courthouse, room 236.

Approved on this 15 day of February 2007

  
\_\_\_\_\_  
Steve Wall, UCIP Secretary-Treasurer



	2006	2007 Tentative
<b>REVENUE</b>		
Premiums Written	4,200,390	4,656,499
Risk Management Program Credit	-157,500	-160,000
Investment Income	350,000	510,000
<b>TOTAL REVENUE</b>	<b>4,392,890</b>	<b>5,006,499</b>
<b>LOSSES AND LOSS EXPENSES</b>		
Prior Year Losses	1,697,896	2,024,221
Current Year Losses	800,000	800,000
Reinsurance	1,018,241	1,069,153
<b>TOTAL LOSS EXPENSES</b>	<b>3,516,137</b>	<b>3,893,374</b>
<b>ADMINISTRATION EXPENSES</b>		
Accounting	10,000	10,000
Actuarial Analysis	8,500	8,500
Capitalization Costs - CRL	0	0
<b>TOTAL ADMINISTRATION</b>	<b>18,500</b>	<b>18,500</b>
<b>TOTAL LOSSES AND EXPENSES</b>	<b>3,534,637</b>	<b>3,911,874</b>
<b>TRANSFER TO ADMINISTRATION BUDGET</b>	<b>858,253</b>	<b>1,094,625</b>
<b>EQUITY / RESERVES</b>		
Automobile	40,094	59,098
Building Debt Service	86,300	239,300
Building Repairs & Replacement	28,170	28,170
Capital (CRL)	261,245	317,712
<b>TOTAL DESIGNATED RESERVES</b>	<b>415,809</b>	<b>644,280</b>





**Workers' Compensation Budget****UTAH COUNTIES INSURANCE POOL**

	2006	2007 Tentative
<b>REVENUE</b>		
Premiums Written	2,095,642	2,445,431
Loss Control Program Credit	-29,150	-50,000
Investment Income	12,000	55,000
<b>TOTAL REVENUE</b>	<b>2,078,492</b>	<b>2,450,431</b>
<b>LOSSES AND LOSS EXPENSES</b>		
Prior Year Losses	948,465	1,361,667
Current Year Losses	297,828	300,000
Reinsurance	342,121	395,000
Third Party Administrator	150,000	30,000
<b>TOTAL LOSS EXPENSES</b>	<b>1,738,414</b>	<b>2,086,667</b>
<b>ADMINISTRATION EXPENSES</b>		
Accounting	7,500	7,500
Actuarial Analysis	8,500	8,500
Capitalization Costs - CRL	0	0
Consultant	18,000	21,000
Self-Insurer's Bond	37,500	0
Self-Insurer's Tax	70,000	70,000
<b>TOTAL ADMINISTRATION</b>	<b>141,500</b>	<b>107,000</b>
<b>TOTAL LOSSES AND EXPENSES</b>	<b>1,879,914</b>	<b>2,193,667</b>
<b>TRANSFER TO ADMINISTRATION BUDGET</b>	<b>198,578</b>	<b>256,764</b>
<b>EQUITY / RESERVES</b>		
Capital (CRL)	79,409	123,407
<b>TOTAL EQUITY</b>	<b>79,409</b>	<b>123,407</b>



**Employee Benefits Budget****UTAH COUNTIES INSURANCE POOL**

	2006	2007 Tentative
<b>REVENUE</b>		
Premiums Written	3,495,156	7,200,000
Program Management Fees	15,300	50,000
Investment Income	50,000	35,000
<b>TOTAL REVENUE</b>	<b>3,560,456</b>	<b>7,285,000</b>
<b>BENEFITS</b>		
Feasibility Study	100,000	0
<b>TOTAL EXPENSES</b>	<b>100,000</b>	<b>0</b>
<b>EXPENSES</b>		
Accounting	2,000	2,000
Audit	2,000	2,000
Marketing	5,000	0
Premiums Paid to OptiCare	20,000	40,000
Premiums Paid to PEHP	3,475,156	7,160,000
<b>TOTAL EXPENSES</b>	<b>3,504,156</b>	<b>7,204,000</b>
<b>TRANSFER TO ADMINISTRATION BUDGET</b>	<b>-43,700</b>	<b>81,000</b>





**Administration Budget****UTAH COUNTIES INSURANCE POOL**

	2006	2007 Tentative
<b>TRANSFERS</b>		
Employee Benefits	0	81,000
Multiline	858,253	1,094,625
Workers' Compensation	198,578	256,764
<b>TOTAL TRANSFERS</b>	<b>1,056,831</b>	<b>1,432,389</b>
<b>ADMINISTRATION EXPENSES</b>		
Automobile Expense	9,500	9,500
Automobile Reserve	25,000	25,000
Bank Charges	300	300
Board Expense	45,000	45,000
Building Lease Purchase	70,000	70,000
Building Maintenance & Repairs	10,000	0
Copying Costs	3,000	6,000
Depreciation	0	75,000
Dues / Subscriptions	4,000	6,000
Exhibiting & Sponsorship	17,000	17,000
Fees & Licensing	1,000	1,000
Incentives	5,000	5,000
Information Technology	25,000	85,000
Land Use Hotline Program	25,000	15,000
Lobbying & Legislative Tracking	10,000	15,000
Loss Control / Training	40,000	55,000
Office Equipment	7,000	7,000
Office Insurance	5,600	5,600
Office Supplies	7,500	7,500
Postage	3,000	4,000
Printing	2,500	2,500
Professional Fees	25,000	35,000
Property Placement	60,000	60,000
Staff Expenses	35,000	40,000
Staff Salaries	395,532	549,043
Staff Retirement	94,651	134,131
Staff Payroll Expense	30,258	42,002
Staff Medical Insurance	95,490	109,814
Telephone	5,500	6,000
<b>TOTAL ADMINISTRATION</b>	<b>1,056,831</b>	<b>1,432,389</b>





# MEMBERSHIP MEETING, November 30, 2006

## SURVEY RESULTS

5. Overall impression of the meeting					Response Percent	Response Total
<b>Excellent</b>					62.9%	22
Very Good					34.3%	12
Average					2.9%	1
Poor					0%	0
<b>Total Respondents</b>						35
(skipped this question)						0
6. Did you like the format/time schedule of the meeting?					Response Percent	Response Total
<b>Yes</b>					77.1%	27
No (explain what would work better for you)					22.9%	9
<b>Total Respondents</b>						35
(skipped this question)						0
7. Did you like/dislike the meeting room at Thanksgiving Point? Explain.					Total Respondents	33
(skipped this question)						2
8. How would you rate the information provided in the committee reports?					Response Percent	Response Total
<b>excellent</b>						
Lynn Lemon, Audit Committee	37% (13)	60% (21)	3% (1)	0% (0)	0% (0)	1.66
Jim Nyland, Law Enforcement Committee	40% (14)	49% (17)	9% (3)	3% (1)	0% (0)	1.74
Kent Sundberg, Litigation Management Committee	46% (16)	46% (16)	6% (2)	3% (1)	0% (0)	1.66
Steve Baker, Personnel Committee	34% (12)	63% (22)	3% (1)	0% (0)	0% (0)	1.69
<b>Total Respondents</b>						35
(skipped this question)						0

9. How would you rate the information provided in the staff reports?						
	excellent	good	average	fair	poor	Response Average
Mark Brady, Loss Control Manager	57% (20)	43% (15)	0% (0)	0% (0)	0% (0)	1.43
Brody Parker, Workers' Compensation Safety Specialist	51% (18)	49% (17)	0% (0)	0% (0)	0% (0)	1.49
Korby Siggard, Multiline Claims Manager	46% (16)	49% (17)	6% (2)	0% (0)	0% (0)	1.60
Lester Nixon, Chief Executive Officer	63% (22)	37% (13)	0% (0)	0% (0)	0% (0)	1.37
Total Respondents						35
(skipped this question)						0
10. How would you rate the information provided in the Presidents report?						
	excellent	good	average	fair	poor	Response Average
Dan McConkie, Davis County Commissioner	46% (16)	51% (18)	3% (1)	0% (0)	0% (0)	1.57
Total Respondents						35
(skipped this question)						0
11. How would you rate the Government Pooling Keynote Address?						
	excellent	good	average	fair	poor	Response Average
Harold Pumford, CEO Association of Governmental Risk Pools	31% (10)	50% (16)	19% (6)	0% (0)	0% (0)	1.88
Total Respondents						32
(skipped this question)						3
12. What are your comments, if any, relating to the presentations made on the following agenda items:						
					Response Percent	Response Total
<a href="#">View</a> Review of Member Powers	<div></div>				61.5%	8
<a href="#">View</a> Speeches by Nominees	<div></div>				69.2%	9
<a href="#">View</a> Ballot Election	<div></div>				76.9%	10
<a href="#">View</a> Outstanding Achievements Awards	<div></div>				76.9%	10
<a href="#">View</a> Outgoing Trustee Recognition	<div></div>				61.5%	8
<a href="#">View</a> 15th Anniversary Reflections	<div></div>				69.2%	9
Total Respondents						13
(skipped this question)						22



Did you like/dislike the dining experience in the Garden Visitors Center at Thanksgiving Point? Explain.

1.	Liked it very much
2.	n/a
3.	n/a
4.	Yes I did like the food, it wasn't the best we have had but it was fine.
5.	I was a wonderful evening. I really enjoyed it.
6.	Very nice
7.	like - the food was excellent - I was told the view from the windows was gorgeous.
8.	Was good. The food was tasty and the atmosphere good.
9.	it was nice
10.	I was a beautiful building - really liked it
11.	LIKE
12.	Having to drive to it after the meeting would not be my first choice.
13.	Very Good Meal
14.	did not attend
15.	It was very nice. It would be better if we didn't have to drive to the dinner, however, I realize we are getting to be quite a big group.
16.	Did not attend
17.	Like
18.	It was ok. Not outstanding.
19.	very good
20.	liked
21.	Dining experience was great other than having to travel from meeting building to dining building
22.	Like
23.	Had to leave shortly after 6 pm
24.	The dinner was very nice and so was the service.
25.	I loved the dining experience. It was lovely.
26.	N/A
27.	Yes, the food was excellent. Good company, Comfortable room.
28.	I did not stay
29.	n/a
30.	Like
31.	Great food, good company

Please explain why you did/did not stay to enjoy the live band and dancing following dinner.	
1.	Running too late.
2.	Family Commitments-sorry I missed it
3.	Home was two hours away and I had other commitments at home.
4.	I had to go back home that night so I left
5.	We did not stay to hear the band. We had another appointment.
6.	personal commitments
7.	did stay, line dancing was fun
8.	did - good entertainment and great after dinner exercise. thanks for the variety
9.	Did not stay. Needed to get home that night. Did stay for a couple of numbers and thought the band was good.
10.	Other Commitments at Home
11.	circumstances beyond my control
12.	I stayed because I like line dancing
13.	LISTENED TO ONE SONG. LONG DRIVE BACK. SHOULD PLAN TO SPEND THE NIGHT ANOTHER YEAR.
14.	I really liked the band and would have enjoyed staying longer.
15.	I HAD TO RETURN HOME UNEXPECTED. SORRY.
16.	had another commitment
17.	Stayed part way, had other commitments.
18.	previous appointment that night
19.	Thursday night, had work the next day.
20.	would like to have the dinner in the same location as the meeting, no need for entertainment
21.	Left part way through-Long drive home-Early meetings the next day
22.	I left to catch a plane to SanDiego for meetings I was scheduled to attend the next day.
23.	I cut it short to drive home. I now know how line dance Thank you !
24.	WIFE WAS SICK
25.	We did not say for band and dancing because my wife wanted to Christmas shop.
26.	Awesome band
27.	Father-in-law was rushed to the hospital. Otherwise, my husband and I would have stayed.
28.	I stayed and had a good time!
29.	We did stay for awhile but my husband does not do line dancing and we needed to go back to SLC so we left.
30.	Did not like changing locations - because of the meeting running so late, I didn't care to wait another hour (at least I assumed) before dinner. !
31.	Band was GREAT. Line dancing instructor was funny and a good teacher.
32.	It was my sons birthday
33.	2.5 hour drive back to Vernal
34.	Stayed and enjoyed it.
35.	I enjoyed the live music.



What did you like best about the 2006 Annual Meeting of the Members?	
1.	Liked the information about the insurance pool
2.	VERY WELL organized; good information
3.	Enjoyed seeing the County Officials and learning more about the Pool
4.	That is south of point of the mountain
5.	Information given and the dinner
6.	meeting the members
7.	association with good friends
8.	the jelly beans
9.	That UCIP is doing so well in all areas
10.	WAS SO ORGANIZED AND ENJOYED ALL ITEMS.
11.	The location
12.	seeing everyone
13.	The mingling and information on how the pool functions
14.	the opportunity to get together
15.	We've met together enough we're getting to know each other better.
16.	Information packet was great
17.	Inviting the former board members and socializing with them
18.	The positive flow of information for their review.
19.	every speaker had the time they needed to explain their subject
20.	IT WAS ALL GOOD
21.	Everything
22.	The atmosphere and getting to associate with the Members.
23.	Meeting members of UCIP; The speakers were great
24.	I like the information presented. I like the people there. I have enjoyed the experience and I am sorry to leave. thank you for all your hard work on behalf of all of us. Hope to see you all again
25.	It was a good, first-time experience for me. I appreciate being invited to participate. You guys do a GREAT job!
26.	Seeing all the members
27.	Location
28.	Brody
29.	The people

What would you suggest we do differently?	
1.	Nothing; I like the format
2.	Not sure we needed a keynote speaker. Time was used wisely and much valuable information given or need to schedule more time for a keynote speaker.
3.	we need to fix the microphone the buzzing was annoying to the speakers
4.	I would not have so many speakers at the end of the meeting. When you hit the time to adjourn, no one hears as well.
5.	The Personnel Committee report could be a training opportunity
6.	nothing
7.	Maybe (??) schedule the meeting 10 to 3:30 with a luncheon 12:30 to 2 - this year the weather was beautiful, but that may not be the case in succeeding years.
8.	nothing
9.	Follow your own rules for voting
10.	Not have the meal impacted by the length of the meeting.
11.	shorten the presentation time
12.	no comment
13.	the meeting was a little long - 5 hr.
14.	Have it on a Friday night.
15.	Kent needs to be more brief it would have been fine to say they have closed several longstanding claims, no need to go over each and every one
16.	You did a great job
17.	Possibly some preparation on the part of all presentors, making the event crisp and smartly done.
18.	Scheduling was the only thing I noticed that was over the allotted time.
19.	Nothing
20.	Agenda with time frames
21.	Prized drawings during dinner, there for attendees may be more inclined to stay
22.	Watch that time schedule - ask participants to adapt
23.	Don't try to squeeze so much information in so little time. No entertainment.
24.	End the meeting on time.
25.	Nothing
26.	The committee reports could be summarized in the syllabus, and only highlighted by the chairperson



Where would you like this meeting to be held next year (location, facility)?	
1.	No preference; Thanksgiving Point is very nice
2.	Utah County was a good location.
3.	Kanab would be fine, I would help host
4.	I like it where it was.
5.	Davis County
6.	Hawaii (tee hee)
7.	Thanksgiving Point seems to be a good central location, with plenty to offer in the way of parking, food, and other options.
8.	This location is fine.
9.	same place
10.	same place
11.	SAME
12.	Thanksgiving Point
13.	SAME PLACE IS GREAT.
14.	Lehi's goog
15.	Your call
16.	anywhere
17.	Thanksgiving Point is great.
18.	Davis County Conference Center, Richfield
19.	The same place would be great
20.	I would suggest considering a rotation of about three regional locations from top to bottom of the state.
21.	Thanksgiving Point
22.	same location
23.	Same place
24.	Thanksgiving Point is great.
25.	Gardener Village has a nice Meeting/Reception Hall.. although attendees may stray to shop.
26.	Any place warmer than northern Utah (i.e., St. George)!!
27.	Thanksgiving Point
28.	Same
29.	Same Place
30.	I had no complaints with Thanksgiving Point



## **LOSS CONTROL MANAGER'S REPORT**

UCIP Board Meeting  
14 December 2006  
Mark Brady, Loss Control Manager

### **1. 2006 Risk Management Program Results: (Prelim)**

100%  
Carbon  
Sevier  
Utah  
Wasatch  
Washington

**Final results available next meeting.**

### **2. 2006 Workers' Compensation Loss Control Program Results (Prelim)**

100%  
Carbon  
San Juan  
Utah

**Final results available next meeting.**

### **3. In-County Training Available for 2007**

Hazard Communications  
Fall Protection  
Personal Protective Equipment  
Supervisor Safety Responsibilities  
Worker's Comp. Basics  
Worker's Comp. Loss Control Basics  
Accident Investigation  
Confined Space  
Ergonomics  
Walking Working Surfaces  
Back Safety  
Fire Safety  
Workplace Violence  
Avian Influenza  
OSHA Record Keeping  
Back Safety  
Blood Borne Pathogens  
Hearing Protection  
Respiratory Protection



Harassment in the Workplace  
Discipline and Documentations  
General Supervisor Training—legal pitfalls.  
FLSA, ADA, FMLA and Workers Comp  
\*Loss Control for Supervisors and Administrators  
Legal and Updates:  
    Planning and Zoning  
    Law Enforcement  
    Jail  
\*Customer service  
Defensive Driving

#### **4. Upcoming Conferences for 2007**

**Facilities Management Conference**  
**February 22, 2007**  
**Utah County Health & Justice Bldg.**  
**Provo**

**Planning and Zoning conference**  
**April 5, 2007**  
**Utah County Health & Justice Bldg.**  
**Provo**

**Insurance Coordinator's Workshop**  
**April**  
**TBA**

**Personnel Workshop**  
**May 17-18, 2007**  
**Dixie Center**  
**St. George**

**Risk Management Certification**  
**August 13-16, 2007**  
**Hunter Conference Center**  
**Cedar City**

#### **5. Best Practices Program**

Renamed both the Multiline and Worker's Compensation Best Practices Programs  
Changes detailed for approval.



County	RMP	WCLCP
Beaver	0	0
Box Elder	97	0
Cache	68	0
Carbon	100	100
<u>Daggett</u>	42	20
Davis	78	0
Duchesne	23	0
Emery	85	40
Garfield	0	0
<u>Grand</u>	57	0
Iron	30	0
Juab	0	0
Kane	0	0
Millard	87	0
<u>Morgan</u>	0	0
Piute	0	0
Rich	0	0
San Juan	72	100
Sanpete	64	0
<u>Sevier</u>	100	0
Tooele	83	50
Uintah	79	20
Utah	100	100
Wasatch	100	70
<u>Washington</u>	100	80
Wayne	0	0
Weber	97	55





**UTAH COUNTIES INSURANCE POOL**  
**Multiline Claims Report**  
**YTD as of 11/30/06**

COUNTY	PREMIUM	NUMBER of CLAIMS YTD		TOTAL PAID	TOTAL RESERVES	TOTAL INCURRED	LOSS RATIO
		Open	Closed				
Beaver	61,521	2	3	3,031	10,500	13,531	20%
Box Elder	173,314	1	4	2,981	20,500	23,481	12%
Cache	203,591	0	11	36,267	0	36,267	16%
Carbon	139,908	0	7	13,818	0	13,818	9%
Daggett	41,036	0	3	2,220	0	2,220	5%
Davis	372,150	11	20	67,960	85,093	153,052	38%
Duchesne	120,698	4	8	43,481	26,000	69,481	53%
Emery	159,975	1	3	771	3,000	3,771	2%
Garfield	60,647	3	0	0	62,000	62,000	94%
Grand	95,233	2	3	16,252	8,094	24,347	23%
Iron	155,218	2	4	2,808	15,000	17,808	11%
Juab	108,545	0	6	15,439	0	15,439	13%
Kane	74,969	1	3	2,577	2,000	4,577	6%
Millard	139,835	0	3	4,405	0	4,405	3%
Morgan	48,946	1	4	1,479	5,000	6,479	12%
Piute	22,501	0	0	0	0	0	0%
Rich	44,761	0	2	1,840	0	1,840	4%
San Juan	153,145	0	6	7,485	0	7,485	4%
Sanpete	62,727	2	6	6,644	5,581	12,225	18%
Sevier	84,943	2	3	10,090	260,664	270,754	292%
Tooele	203,102	3	6	21,547	5,183	26,730	12%
Uintah	198,815	2	12	36,821	3,000	39,821	18%
Utah	447,677	8	32	78,574	158,390	236,963	49%
Wasatch	200,290	0	4	5,375	0	5,375	2%
Washington	233,638	7	17	27,100	20,358	47,458	19%
Wayne	40,897	0	1	14,592	0	14,592	33%
Weber	456,521	21	30	86,794	112,127	198,921	40%
UCIP	5,178	1	2	32,832	933	33,765	598%
Bear River HD	18,674	0	0	0	0	0	0%
Central HD	10,916	1	1	0	5,000	5,000	42%
Southeast HD	12,696	0	0	0	0	0	0%
Southwest HD	15,384	0	0	0	0	0	0%
Tooele HD	5,939	0	0	0	0	0	0%
Tri-County	8,603	0	1	0	0	0	0%
Wasatch HD	3,407	0	1	5,467	0	5,467	147%
Weber-Morgan	14,989	0	0	0	0	0	0%
<b>TOTALS</b>	<b>\$4,200,389</b>	<b>75</b>	<b>206</b>	<b>548,650</b>	<b>808,422</b>	<b>1,357,072</b>	<b>30%</b>



# UTAH COUNTIES INSURANCE POOL

## Multiline Claims Report

All Years as of 11/30/06

County	Premiums By Year																Total
	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006		
Beaver	52,448	59,488	62,415	58,398	59,350	57,972	60,076	62,378	65,378	69,954	68,196	70,907	70,907	60,785	61,521	940,172	
Box Elder	147,397	154,421	161,435	171,728	205,051	199,334	192,759	173,386	169,078	167,505	164,987	160,800	163,471	164,995	173,314	2,569,661	
Cache	141,388	148,126	155,132	182,941	217,715	222,812	217,311	201,590	194,768	194,552	187,070	198,194	211,900	198,563	203,591	2,875,653	
Carbon	0	0	0	0	0	0	19,538	78,156	77,154	82,555	95,953	111,413	119,539	137,757	139,908	861,973	
Daggett	0	0	0	0	0	0	0	0	39,500	36,735	36,653	41,250	41,793	40,545	41,036	277,512	
Davis	203,457	213,153	222,835	258,907	281,131	301,205	314,277	323,357	345,992	370,211	431,197	430,230	430,230	367,700	372,150	4,866,032	
Duchesne	89,256	93,510	97,757	91,464	95,455	98,610	99,079	99,203	104,173	111,465	114,153	94,179	119,029	119,255	120,698	1,547,286	
Emery	180,429	189,028	197,613	223,434	227,427	218,543	207,432	190,885	177,523	165,096	158,320	163,980	163,980	158,062	159,975	2,781,725	
Garfield	47,724	49,998	52,269	59,711	64,768	69,109	66,532	62,825	64,368	64,364	64,670	68,171	68,171	59,922	60,647	923,249	
Grand	74,960	78,532	82,099	86,330	87,925	93,663	92,749	86,681	83,415	81,599	81,159	92,354	92,354	91,290	95,233	1,300,343	
Iron	101,817	106,669	111,514	130,435	168,363	166,260	159,345	147,452	143,039	140,837	138,724	138,399	151,767	153,363	155,218	2,113,202	
Juab		7,091	66,963	76,026	82,413	87,377	86,154	82,601	88,383	94,570	103,685	115,543	121,785	107,247	108,545	1,228,384	
Kane	30,904	65,070	69,654	65,171	66,234	64,211	61,361	55,592	58,795	62,911	68,292	75,166	80,309	74,072	74,969	972,712	
Millard	0	93,012	97,237	90,977	92,461	94,236	97,684	98,702	105,566	112,956	129,444	145,870	145,870	138,163	139,835	1,582,014	
Morgan	0	0	0	0	0	0	0	0	0	0	0	55,504	55,504	48,361	48,946	208,316	
Piute	13,802	14,460	15,116	14,144	14,375	15,436	16,688	17,502	18,727	20,038	21,479	24,950	24,950	22,232	22,501	276,399	
Rich	35,000	36,668	38,333	35,866	36,451	38,797	38,492	36,229	35,251	37,073	36,931	42,009	44,138	44,226	44,761	580,225	
San Juan	85,264	89,327	93,384	106,680	108,595	115,861	120,895	126,700	133,907	143,280	149,915	165,655	165,655	149,487	153,145	1,907,750	
Sanpete	72,363	75,812	79,255	90,537	101,226	97,316	92,364	86,520	83,655	80,766	79,315	82,776	82,776	61,977	62,727	1,229,384	
Sevier	70,103	73,444	76,780	71,836	73,007	79,236	74,564	71,331	70,543	73,361	74,030	81,720	84,987	83,927	84,943	1,143,812	
Tooele	161,445	169,139	176,821	203,375	0	0	0	0	0	0	0	0	182,679	182,679	203,102	1,279,240	
Uintah	95,690	100,250	104,804	124,631	161,373	172,929	181,084	190,368	182,821	189,386	184,522	184,482	184,482	187,388	198,815	2,443,025	
Utah	183,749	197,906	207,163	238,272	274,562	303,934	317,837	323,894	346,567	370,827	414,951	466,001	490,563	442,324	447,677	5,026,227	
Wasatch	73,708	77,242	80,750	91,302	108,024	116,718	122,586	126,649	125,797	134,603	158,244	178,120	178,120	197,895	200,290	1,970,048	
Washington	124,196	130,115	136,025	158,044	193,030	195,913	201,767	180,979	176,172	176,543	183,409	234,403	241,739	230,845	233,638	2,796,817	
Wayne	24,441	33,623	35,549	33,261	33,803	36,176	37,696	39,475	40,968	41,209	39,014	40,448	42,293	40,408	40,897	559,262	
Weber	0	0	0	0	0	0	131,874	219,831	235,219	251,684	392,513	451,062	451,062	518,721	456,521	3,108,487	
UCIP	0	0	0	0	0	0	0	0	0	0	0	973	1,420	5,116	5,178	12,687	
Bear River HD	0	0	0	0	0	0	0	0	0	0	0	8,979	17,957	17,957	18,674	63,567	
Central HD	0	0	0	0	0	0	0	0	0	0	0	5,393	10,785	10,785	10,916	37,879	
Southeast HD	0	0	0	0	0	0	0	0	0	0	0	6,272	12,544	12,544	12,696	44,056	
Southwest HD	0	0	0	0	0	0	0	0	0	0	0	7,600	15,200	15,200	15,384	53,384	
Tooele HD	0	0	0	0	0	0	0	0	0	0	0	2,934	5,868	5,868	5,939	20,609	
TriCounty HD	0	0	0	0	0	0	0	0	0	0	0	4,629	8,500	8,500	8,603	30,232	
Wasatch HD	0	0	0	0	0	0	0	0	0	0	0	1,683	3,366	3,366	3,407	11,822	
Weber-Morgan HD	0	0	0	0	0	0	0	0	0	0	0	7,405	14,810	14,810	14,989	52,014	
Total	2,009,541	2,256,084	2,420,903	2,663,470	2,752,739	2,845,648	3,010,144	3,082,286	3,166,759	3,274,080	3,576,825	3,959,456	4,300,502	4,176,336	4,200,389	47,695,163	



# UTAH COUNTIES INSURANCE POOL Multiline Claims Report All Years as of 11/30/06

Number Claims		Total Incurred By Year																	Loss Ratio
Open	Closed	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	Total		
5	80	1,454	2,972	7,397	7,953	30,644	15,356	11,783	28,952	10,862	26,351	5,863	6,906	25,534	44,938	13,531	240,498	23%	
5	243	7,960	153,460	53,712	51,568	11,367	23,292	10,189	3,262	115,023	48,523	277,398	126,807	24,283	603,887	23,481	1,534,213	55%	
10	281	223,764	274,008	140,866	28,527	81,914	35,366	16,318	17,547	93,369	269,886	62,267	59,260	188,862	198,565	36,267	1,726,786	55%	
0	70	0	0	0	0	0	0	121,825	30,953	2,389	355,226	22,243	18,193	6,189	21,899	13,818	592,736	63%	
0	20	0	0	0	0	0	0	0	0	2,337	0	23,500	9,680	57,189	35,197	2,220	130,123	43%	
19	683	73,363	256,424	223,267	111,543	243,774	382,198	71,179	116,748	62,674	170,611	130,552	193,378	230,292	53,937	153,052	2,472,992	47%	
11	156	22,926	76,176	20,774	24,684	13,122	41,632	7,319	76,518	0	49,719	41,242	624,013	44,130	32,051	69,481	1,143,787	68%	
2	111	82,379	32,961	83,281	8,032	29,143	50,376	23,305	7,079	6,044	6,793	12,759	200,526	24,172	10,880	3,771	581,498	19%	
5	40	5,000	938	2,477	33,445	10,104	0	9,873	0	295	40,000	14,785	11,963	11,640	26,511	62,000	229,032	23%	
4	121	6,812	43,012	2,938	2,947	60,804	714	24,782	19,438	33,324	21,713	2,336	481,173	8,620	42,419	24,347	775,378	55%	
8	149	911	289,361	128,551	14,643	2,917	8,793	96,256	4,339	19,653	77,042	95,048	51,125	28,121	84,863	17,808	919,431	40%	
0	59	0	32,718	67,707	5,631	22,838	17,236	172,902	5,501	16,155	33,471	14,661	140	573	11,497	15,439	416,468	31%	
2	67	0	0	7,777	6,992	4,493	0	135,261	4,143	22,024	14,790	28,992	22,578	16,137	4,992	4,577	272,756	26%	
1	151	0	2,669	21,738	90,130	40,832	8,821	99,179	22,767	42,468	10,134	50,487	21,171	29,974	19,850	4,405	464,626	27%	
3	18	0	0	0	0	0	0	0	0	0	0	0	0	45,469	880	6,479	52,828	23%	
1	4	0	0	0	0	7,174	0	0	0	0	6,875	30,000	0	0	0	0	44,048	15%	
1	18	777	800	1,630	5,788	1,947	0	10,407	400,000	849	0	480	0	675	4,437	1,840	429,629	68%	
3	164	52,355	21,010	8,957	58,771	19,226	5,522	94,754	40,475	27,928	40,922	4,017	128,676	482,415	28,836	7,485	1,021,350	49%	
7	109	79,147	15,711	17,474	132,546	5,299	1,776	2,075	28,068	32,904	17,424	36,932	11,869	1,006	23,166	12,225	417,624	31%	
6	108	7,604	8,879	22,863	7,316	2,837	14,415	16,907	1,530	14,861	2,434	223,746	6,976	61,358	37,352	270,754	699,833	56%	
3	123	42,882	215,726	75,689	29,067	0	0	0	0	0	0	0	0	37,967	261,371	26,730	689,432	49%	
6	213	185,199	39,623	202,953	46,706	61,641	84,256	40,240	61,638	6,349	104,110	450,061	101,945	72,586	58,561	39,821	1,555,689	58%	
28	616	154,286	125,687	191,225	152,602	134,502	214,695	274,926	104,271	118,616	315,290	26,186	227,200	446,193	432,048	236,963	3,154,688	58%	
5	124	15,946	17,620	160,236	53,121	74,388	357,315	3,649	181,369	14,758	32,988	217,061	57,161	55,533	73,579	5,375	1,320,098	61%	
13	319	165,231	64,911	112,514	53,944	41,792	7,024	182,097	171,882	14,761	53,525	41,890	565,895	134,275	117,115	47,458	1,774,314	58%	
1	17	1,202	0	202	0	23,831	569	23,849	0	0	0	65,786	644	0	623	14,592	131,299	22%	
26	423	0	0	0	0	0	0	39,412	437,887	512,219	513,378	67,585	229,908	518,420	71,385	198,921	2,589,114	76%	
1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33,765	24%	
0	1	0	0	0	0	0	0	0	0	0	0	0	0	1,692	0	0	1,692	2%	
1	2	0	0	0	0	0	0	0	0	0	0	0	3,312	0	0	5,000	8,312	20%	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	
0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,164	49%	
0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,164	49%	
0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,467	5,467	42%	
0	4	0	0	0	0	0	0	0	0	0	0	0	0	978	2,106	0	3,085	5%	
177	4,499	1,129,196	1,674,666	1,554,229	925,955	924,590	1,269,357	1,488,487	1,764,369	1,169,863	2,211,203	1,945,878	3,160,500	2,554,283	2,319,110	1,357,072	25,448,757	49%	





**ANNUAL NOTICE OF REGULAR MEETING SCHEDULE OF THE BOARD OF  
TRUSTEES OF THE UTAH COUNTIES INSURANCE POOL**

**PUBLIC NOTICE** is hereby given that the 2007 Annual Meeting schedule of the Board of Trustees of the Utah Counties Insurance Pool is as follows:

Regular meetings of the Board of Trustees of the Utah Counties Insurance Pool will be held on the dates, at the times and at the member counties (specific location address to be announced) listed below unless changed by action of a quorum of the Board of Trustees of the Utah Counties Insurance Pool.

**TENTATIVE REGULAR MEETING DATES FOR 2007**

February 15, 10:00 a.m., Sevier County  
April 18, 6:00 p.m., Cache County  
June 1, 12:00 p.m., Utah County  
August 13, 6:00 p.m., Iron County  
October 18, 10:00 a.m., Juab County  
November 15, 6:00 p.m., Washington County  
December 13, 10:00 a.m., Weber County

A regular meeting may be canceled without notice by action of a quorum of the Board of Trustees. When, because of unforeseen circumstances, it is necessary for the Board of Trustees to hold an emergency meeting to consider matters of an emergency or urgent nature, the best notice practicable shall be given. No such emergency meeting of the Board of Trustees shall be held unless an attempt has been made to notify all of the members of the Board of Trustees and there is a majority vote in the affirmative to hold the meeting.

All regular meetings of the Board of Trustees shall be open to the public unless closed by the Board of Trustees in the manner described in §52-4-4, Utah Code Annotated, 1953 as amended, and, for a purpose described in §52-4-5, Utah Code Annotated, 1953 as amended.

ADOPTED AND APPROVED THIS 14 DAY OF December, 2006.

BOARD OF TRUSTEES,  
UTAH COUNTIES INSURANCE POOL

\_\_\_\_\_  
President





## **BOARD RETREAT OPTIONS**

**May 31 – June 1, 2007**

### **Sundance Resort**

Raise your next "business-building" event to an art form. The community spirit and attention to detail that's evident in all Sundance activities will make your meeting, an event so memorable, your participants will leave motivated to raise their own performance to new heights. For Corporate Retreats, Small Business Meetings, Executive Outings, Team Building and Reunions, Sundance can accommodate all of your audio visual needs including VHS, DVD, Microphones, Sound Systems and High-Speed Internet available in all conference rooms and all our lodging rooms. Sundance conference and meeting space offer a variety of options.

Meeting Room: Capacity \$ 700.00 per day

Sleeping Room: Standard Cottage \$225

Meals: \$30.00 per person

Activities: Art, Photography classes, Fly fishing, Hiking

### **Red Mountain Spa**

Red Mountain Spa in St. George Utah, rated a Top Spa Resort Destination by Spa Magazine, is the consummate host for corporate retreats, meetings and group events. Our setting is ideal for such gatherings with a size of 6 to 60 persons. Tailored event to best suit your group needs, including food and beverage, activities or meeting space requirements, private group hikes, team-building initiatives and workshops, stress management classes and Spa & Salon services to relax and rejuvenate.

Meeting Room: \$400.00 per day

Sleeping Room: \$313.00 per night

Meals: \$50.00 per day

Activities: Unlimited fitness classes, Hiking, Biking, Golf, Spa treatments

### **Zion Ponderosa Ranch Resort**

The biggest attraction is Zion National Park, but the Ranch also has specialists in corporate retreats to help create specific programs and team-building events for your staff. Lodgings range from rustic cabins, to small ranch houses with one to five bedrooms, to the six-bedroom Moose Lodge. The emphasis here is on the great outdoors – hiking, fishing, and archery. There are seasonal cattle roundups and pictograph tours.

Meeting Room: Moose Lodge \$700

Sleeping Room: \$160

Meals: Accommodate three meals a day

Activities: Hiking, Fishing, Archery, Cattle roundup, Pictograph tour



## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve corrections to typographical errors made at the last revision of the UCIP Bylaws

### ***Background, Discussion***

On December 1, 2005 the UCIP Membership approved changes regarding Trustee positions to the UCIP Bylaws. At Articles 5.9 and 5.10, the renumbering of Trustee positions was not made in accordance with the changes approved by the Membership.

At 5.9, "Any vacancy in the position of an appointed Trustee under Article 5.1 (a)-(c)" is incorrect and should read (a)-(d). This is due to Washington County now having an appointed Trustee position.

At 5.10, "Any vacancy in the position of an appointed Trustee under Article 5.1 (h)-(j)" is incorrect and should read (i)-(k). This is due to renumbering caused by adding an appointed Trustee for Washington County.

### ***Recommendation***

Staff recommends that the Trustees recognize the typographical error and authorize staff to correct the master copy.



## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve contract for audit services to Larson and Company.

### ***Background, Discussion***

Staff solicited proposals for audit services. RFPs were mailed to six companies in Salt Lake County and two in Utah County. An advertisement was also placed in the *Salt Lake Tribune*. Two proposals were received, one from Larson and Company, our current provider, and one from Squire and Company of Orem.

Staff and the Audit Committee reviewed the proposals and found both companies to be of comparable quality and capabilities. Over a three year contract period, Larson's proposal is \$8,480 less than Squire.

Assuming the award is made to Larson, staff intends to hold Larson to a timetable as below:

- February Board meeting-Larson meets with Audit Committee to open
- Mid-May-Larson is practically finished, closes with staff
- Late May-Larson meets with Audit Committee for closing
- June Board Retreat-Larson presents final report to Board of Trustees

### ***Recommendation***

Staff recommends approval of a one year contract to Larson, with two possible successive renewals.





*Squire & Company, PC*  
*Certified Public Accountants and Business Consultants*



1329 SOUTH 800 EAST • OREM, UTAH 84097-7700 • (801)225-6900 • FAX (801)226-7739

November 6, 2006

Utah Counties Insurance Pool  
Lester Nixon, CEO  
P.O. Box 760  
6900 South 900 East, Suite 230  
Midvale, UT 84047

We are excited that you are considering Squire & Company, PC to provide audit services for Utah Counties Insurance Pool for the year ending December 31, 2006. Our proposal is as follows:

- An audit bid for Utah Counties Insurance Pool of \$18,950 for the year ended December 31, 2006 with a 3% increase in 2007 and 2008, \$19,520 and \$20,110, respectively.

Based upon our knowledge of Utah Counties Insurance Pool and our experience with similar engagements, we anticipate approximately 156 hours will be required for the 2006 audit and related services. A breakdown of estimated hours by staff level and our fee is as follows:

<u>Staff Level</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Partner	\$ 170	40	\$ 6,800
Manager	120	55	6,600
Professional	95	55	5,190
Secretarial	60	6	360
Total		<u>156</u>	<u>\$ 18,950</u>

We estimate that out-of-pocket expenses will be \$300 or less.

We are committed to providing you with unparalleled service and look forward to assisting you with your financial accounting needs.

Sincerely,

Squire & Company, PC

## **COST INFORMATION**

### **FEE SCHEDULE**

The fees for our services are based on the hourly rates of the individual auditors assigned to your audit engagement. These rates are determined based upon the experience and expertise of the individuals involved. The following schedule outlines our standard billing rates according to staff level:

<b>Level</b>	<b>Fee/Hr.</b>
Partner	\$125
Manager	\$110
Senior	\$85
Staff	\$50 - \$70

### **FEE PROJECTIONS**

After speaking with you and reviewing last year's audit, we prepared a preliminary time and expense budget for the year ending December 31, 2006. In making these budget projections, we assumed that UCIP staff will be available to prepare schedules, prepare trial balances, and provide documentation to assist our auditors during the course of our audit. Our budget projections are as follows:

<b>Time Projection Partner (hrs.)</b>	<b>Time Projection Manager (hrs.)</b>	<b>Time Projection Senior (hrs.)</b>	<b>Time Projection Junior (hrs.)</b>	<b>Total Time Projection (hrs.)</b>
31	43	30.5	75.5	180

As indicated in this table, our total estimated number of billable hours is 180. Based upon this estimation, our standard billing rates schedule, and a per diem calculation for direct expenses, we project that our general audit fees for the year ending December 31, 2006, will not exceed those indicated in the following schedule:

<b>Year</b>	<b>General Audit Fee</b>
2006	\$15,900

Should you choose to extend our contract for the additional two years, we project that our fees would not exceed those indicated in the following schedule:

<b>Year</b>	<b>General Audit Fee</b>
2007	\$16,700
2008	\$17,500

The fees indicated in the two previous schedules are based upon the assumption that all pertinent auditing requirements and UCIP's business operations will not materially change. Should such changes occur, we would discuss any related fee adjustments with you prior to proceeding.

Should our actual fees be less than the above proposed maximums, we would bill the lesser amounts. Also, should we encounter any difficulties beyond our control that would increase our fees, we would discuss these with you prior to proceeding.

If you have any questions or concerns about our fees, please let us know, and we will make any pertinent explanations or adjustments.





**Lester Nixon**


---

**From:** Philip Bell [crlphilbell@bellsouth.net]  
**Sent:** Wednesday, December 13, 2006 1:22 PM  
**To:** Lester Nixon  
**Cc:** 'Brenda Gibson'  
**Subject:** Liability Renewal

Lester:

I have attached your pricing spreadsheet. We don't have final confirmation on the pricing from AIG yet, but expect it later today or tomorrow.

Here are a few items that we wanted to bring to your attention:

- GL and POL exposures increased by 8.0%.
- AL exposures increased by 4.9%.
- LE exposures increased by 4.6%.
- We use the 6/30/06 loss data for renewal calculations. We saw reserve increases in the following claims:
  - 7/1/1998: Kyle Athay (dol: 6/10/99) increased from \$290K to \$450K
  - 7/1/2001: John Kay (dol: 3/12/2002) increased from \$114K to \$304K
  - 7/1/2002: William Jewett (dol: 8/1/2003) increased from \$75K to \$350K
  - 7/1/2002: Raymond Boyett (dol: 9/6/03) increased from \$45K to \$300K
  - 7/1/2002: Development, et al (dol 7/2/03) increased from \$125K to \$225K
  - 7/1/2003: Gary Atwood (dol: 4/13/04) increased from \$244K to \$457K
  - 7/1/2003: Johnson, Misty (dol: 9/1/2004) increased from \$45K to \$150K

Your pricing is up about 160K due to these items. Please take a look at all of this and let me know if you have any comments or questions.

Thanks,

Philip E. Bell, CPCU, ARM, ARe  
 County Reinsurance, Limited  
 Phone: (336) 766-3930  
 Fax: (336) 766-4675  
 Cell: (336) 403-1379 (when traveling)  
 E-mail: [crlphilbell@bellsouth.net](mailto:crlphilbell@bellsouth.net)

The information and/or attachments transmitted in this e-mail is intended only for the person or entity to which it is addressed and

12/14/2006



Utah Liability	Option 1 - Expiring	
	\$250K SIR	
<b>Final Pricing</b>		
CRL Layer to 1MM	\$	370,434
CRL Layer 1MM xs 1MM	\$	159,995
Operating Expense (@ 10%)	\$	53,043
AIG Layer - \$250K xs \$2MM	\$	73,200
<b>Total Premium Expense 2006-2007</b>	<b>\$</b>	<b>656,671</b>
Additional Equity		
Required Equity	\$	233,389
Current Equity	\$	317,712



### I. Layer up to \$1,000,000

Year	Individual		Rate	Group	Final Pricing Layer up to \$1MM
	CRL Layer	EE Count			
7/1/1997	-	4,329	-	100K rates	
7/1/1998	467,645	4,463	104,788	GL	Employee count 5,688
7/1/1999	83,721	4,601	18,197	AL	Vehicle count 3,961
7/1/2000	30,295	4,743	6,387	POL	Law enforcement officers 2,296
7/1/2001	212,765	4,890	43,512	LEL	
7/1/2002	429,796	5,036	85,337		
7/1/2003	467,542	5,188	90,128	250K rate	Individual Rate x Exposure 283,059
				1MM rate	Group Rate 632,558
Individual Rate				Price for \$250K	Final - 75% Ind, 25% Group 370,434
				49,764	

### II. Layer \$1MM excess \$1MM

Year	Individual		Group (Tort cap GL, AL)	Final Pricing \$1MM excess \$1MM
	CRL Layer			
7/1/1997	0		Employee count 5,688	
7/1/1998	0		Vehicle count 3,961	
7/1/1999	0		Officer count 2,296	
7/1/2000	0			Individual 0
7/1/2001	0		\$1MM rate 2,215,438	Group 319,990
7/1/2002	0		\$2MM rate 2,535,428	
7/1/2003	0			
average	0		Price for \$1MM excess \$1MM 319,990	50% Ind, 50% Group* 159,995

\* \$1MM xs \$1MM layer assumes a tort cap credit based on a personal injury tort cap of \$1,107,000 and a property damage tort cap of \$221,400. Total tort cap is \$1,328,400.





Member	Policy Period	Name	DOL	Incurred	LDF	Trend	Up to 1,000,000	Less Retention	Total to Corridor	CRL Layer	\$1 xs \$1 Layer
							250,000	-	-	-	-
UTLI	7/1/1997	MELESSA, S	6/7/1998	155,615.26	1.0000	1.4356764	223,413	-	-	-	-
UTLI	7/1/1997	JAYMEE MC	10/7/1998	121,825.24	1.0000	1.4356764	174,902	-	-	-	-
UTLI	7/1/1997	Walker, Dav	12/29/1998	117,000.00	1.0000	1.4356764	167,974	-	-	-	-
UTLI	7/1/1998	Athay, Kyle	6/10/1999	450,000.09	1.0023	1.379132	622,058	372,058	-	372,058	-
UTLI	7/1/1998	GLEN LUTZ	10/16/1999	250,000.26	1.0023	1.379132	345,588	95,588	-	95,588	-
UTLI	7/1/1998	MELESSA, S	10/23/1999	155,615.25	1.0023	1.379132	215,115	-	-	-	-
										<b>467,645</b>	-
UTLI	7/1/1999	BERGEN, P	5/7/2000	249,500.86	1.0096	1.3248146	333,721	83,721	-	83,721	-
UTLI	7/1/1999	STAN ROSE	11/14/2000	155,076.08	1.0096	1.3248146	207,423	-	-	-	-
UTLI	7/1/1999	POTTS, DU	1/10/2001	100,444.00	1.0096	1.3248146	134,349	-	-	-	-
										<b>83,721</b>	-
UTLI	7/1/2000	DARLENE J	3/16/2001	214,116.25	1.0286	1.2726365	280,295	30,295	-	30,295	-
UTLI	7/1/2000	Phillips, Blai	8/12/2001	176,122.66	1.0286	1.2726365	230,559	-	-	-	-
UTLI	7/1/2000	VILLAGE HL	5/7/2001	122,879.68	1.0286	1.2726365	160,859	-	-	-	-
UTLI	7/1/2000	EDISON JIN	3/16/2001	106,000.00	1.0286	1.2726365	138,762	-	-	-	-
										<b>30,295</b>	-
UTLI	7/1/2001	John Kay	3/12/2002	304,427.84	1.0659	1.2225135	396,689	146,689	-	146,689	-
UTLI	7/1/2001	Helmick, Tin	3/12/2002	242,564.06	1.0659	1.2225135	316,076	66,076	-	66,076	-
UTLI	7/1/2001	Jennifer Coli	3/7/2002	147,633.34	1.0659	1.2225135	192,376	-	-	-	-
										<b>212,765</b>	-
UTLI	7/1/2002	Jewett, Willi	8/1/2003	350,000.00	1.1481	1.1743645	471,918	221,918	-	221,918	-
UTLI	7/1/2002	Boyett, Rayr	9/6/2003	300,000.00	1.1481	1.1743645	404,501	154,501	-	154,501	-
UTLI	7/1/2002	DEVELOPM	7/2/2003	225,000.00	1.1481	1.1743645	303,376	53,376	-	53,376	-
UTLI	7/1/2002	Nancy McKi	1/31/2003	155,018.49	1.1481	1.1743645	209,017	-	-	-	-
UTLI	7/1/2002	JENSEN TR	5/27/2003	151,650.25	1.1481	1.1743645	204,476	-	-	-	-



Member	Policy Period	Name	DOL	Incurred	LDF	Trend	Up to 1,000,000	Less Retention	Total to Corridor	CRL	\$1 xs \$1
										Layer	Layer
							250,000	-	-		-
										<b>429,796</b>	<b>-</b>
UTLI	7/1/2003	Atwood, Gar	4/13/2004	457,791.72	1.3894	1.1281119	717,542	467,542	-	467,542	-
UTLI	7/1/2003	Johnson, Mi:	9/1/2004	150,000.00	1.3894	1.1281119	235,110	-	-	-	-
UTLI	7/1/2003	Arnold, Van	5/23/2004	140,000.00	1.3894	1.1281119	219,436	-	-	-	-
UTLI	7/1/2003	Larsen, Tam	7/2/2004	132,500.00	1.3894	1.1281119	207,680	-	-	-	-
										<b>467,542</b>	<b>-</b>



# Rate at \$100K

Exposures 1/1/07	Count
No. of Employees	5,688
No. of Vehicles	3961
No. of Officers	2296

Rate developed using CRL's member loss data and exposure for layer up to \$100,000

# Increased Limits Factors

Layer	GL Factor	AL Factor
250K	1.193	1.229
300K	1.233	1.274
350K	1.297	1.314
400K	1.316	1.348
500K	1.35	1.411
750K	1.45	1.527
1MM	1.523	1.613
2MM	1.743	1.846

Increased Limit Factors from (ISO 1992 General Liability Average and Auto Liability Average) used to price the CRL layer excess of pool's retention

# Trend Factors

	Liability	WC
7/1/1997	4.10%	4.50%
7/1/1998	1.436	1.486
7/1/1999	1.379	1.422
7/1/2000	1.325	1.361
7/1/2001	1.273	1.302
7/1/2002	1.223	1.246
7/1/2003	1.174	1.193
7/1/2004	1.128	1.141
7/1/2005	1.084	1.092
	1.041	1.045

Exposure trend factors used to inflate the previous years' payroll into today's dollars (WC only)

Loss trend factors used to inflate previous years' losses into today's dollars (Liability and WC)



Utah Worker's Comp	Option 1 - Expiring	
	\$300K SIR	
<b>Final Pricing</b>		
CRL Layer to 1MM	\$	200,416
CRL Layer 1.5 MM xs 1MM	\$	61,636
Operating Expense (@ 10%)	\$	26,205
Statutory excess \$2.5MM (Safety Nat'l)	\$	152,658
<b>Total Premium Expense 2006-2007</b>	<b>\$</b>	<b>440,914</b>
Additional Equity		
Required Equity	\$	115,303
Current Equity	\$	123,407

St. George's	
\$	24,349
\$	7,488
\$	3,184
\$	18,546
<b>\$</b>	<b>53,567</b>
\$	5,904
\$	14,008





I. Layer up to \$1,000,000

Year	CRL Layer	Individual		Group	Final Pricing Layer up to \$1MM
		Payroll	Trend - 4.5% Rate		
7/1/1997	-	110,408,859	164,078,069	-	-
7/1/1998	-	115,430,067	164,153,169	-	-
7/1/1999	120,650	120,252,180	163,646,602	100K rate	Utah 1/1/07 payroll
7/1/2000	47,825	125,288,789	163,158,594	300K rate	222,921,884
7/1/2001	4,804	131,910,707	164,384,740	1MM rate	Individual Rate x Payroll
7/1/2002	533,748	138,506,242	165,171,270	0.003	136,654
7/1/2003	-	145,431,554	165,961,563	0.323	312,875
Individual Rate			0.061	Rate for \$300K	Final - 50% Ind, 50% Group
					224,765

200,416 w/o St. George  
24,349

II. Layer \$1.5MM excess \$1MM

Year	CRL Layer	Group		Final Pricing \$1.5MM excess \$1MM
		100K rate	Rate for \$1.5MM excess \$1MM	
7/1/1997	0	100K rate	1.088	payroll
7/1/1998	0	\$1MM rate	1.431808	222,921,884
7/1/1999	0	\$2.5MM rate	1.493824	Individual
7/1/2000	0			Group Rate x Payroll
7/1/2001	0			138,247
7/1/2002	0			0
7/1/2003	0			69,124
average	0		0.062016	50% Ind /50% Grp

61,636 w/o St. George  
7,488

III. Statutory excess \$2.5MM

Safety National Premium	
Rate per \$100 payroll	0.0768
payroll	222,921,884
Final Premium	171,204

152,658 w/o St. George  
18,546



Member	Policy Period	Name	DOL	Incurred	LDF	Trend	Up to 300000 1,000,000	Less Retention	Total to Corridor	CRL Layer	\$1.5 xs \$1 Layer
UTWC	7/1/1999	Weber		282,288	1.095	1.3608618	420,650	120,650	-	120,650	-
UTWC	7/1/00	Carbon		133,616	1.200	1.3022601	208,803	-	-	-	-
UTWC	7/1/00	Millard		222,578	1.200	1.3022601	347,825	47,825	-	47,825	-
										<u>47,825</u>	-
UTWC	7/1/01	Weber		201,641	1.213	1.2461819	304,804	4,804	-	4,804	-
UTWC	7/1/02	Emery		559,779	1.231	1.1925186	821,750	521,750	-	521,750	-
UTWC	7/1/02	Weber		212,534	1.231	1.1925186	311,998	11,998	-	11,998	-
										<u>533,748</u>	0



# Rate at \$100K

Payroll 1/1/07	Rate - 100K
198,772,917	1.088

Rate developed using CRL's member loss data and exposure for layer up to \$100,000

St. Georges payroll

24,148,967

## Increased Limits Factors

Layer	Factor
250K	1.16
300K	1.187
350K	1.211
400K	1.226
500K	1.252
750K	1.284
1MM	1.316
2MM	1.358
2.5MM	1.373

Increased Limit Factors from NCCI 2003 (Hazard II Countrywide), used to price the CRL layer excess of pool's retention

## Trend Factors

	Liability	WC
7/1/1997	4.10%	4.50%
7/1/1998	1.436	1.486
7/1/1999	1.379	1.422
7/1/2000	1.325	1.361
7/1/2001	1.273	1.302
7/1/2002	1.223	1.246
7/1/2003	1.174	1.193
7/1/2004	1.128	1.141
7/1/2005	1.084	1.092
	1.041	1.045

Exposure trend factors used to inflate the previous years' payroll into today's dollars (WC only)

Loss trend factors used to inflate previous years' losses into today's dollars (Liability and WC)

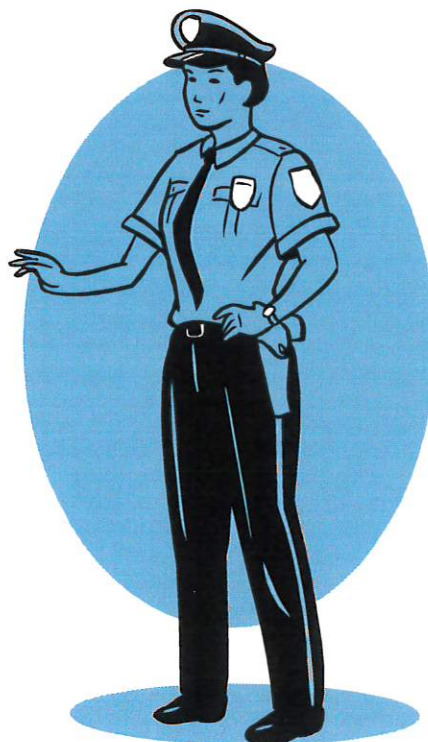




# Utah Counties Insurance Pool

## **MULTI LINE BEST PRACTICES PROGRAM 2007**

(Formerly: The Risk Management Program)



6900 S. 900 E. STE. 230, MIDVALE, UTAH, 84047 TELEPHONE: (801) 565-8500 FACSIMILE: (801) 568-0495





<p style="text-align: center;"><b>SECTION ONE PREREQUISITES</b></p> <p><i>The following prerequisites must be met before the county can receive any premium credit:</i></p>	
<input type="checkbox"/>	<p>1.1 A risk manager who is responsible for the implementation of the UCIP Multiline Best Practices Program must be appointed by the county Commission/Council.</p> <p><i>Please list the name &amp; title of the person responsible:</i></p>
<input type="checkbox"/>	<p>1.2 The county must respond to each risk review or walk-through inspection conducted by UCIP within 30 days of receipt of the report.</p> <p><i>This section will be verified by UCIP staff.</i></p>
<input type="checkbox"/>	<p>1.3 ALL policy renewal information must be received by UCIP on or before <b><u>31 August, 2006.</u></b> (NO EXCEPTIONS.) <b>Contact Sonya White for details.</b></p>
<input type="checkbox"/>	<p>1.4</p> <ul style="list-style-type: none"> <li>a. Provide a <b>written statement</b> to be received by UCIP on or before <b><u>1 June, 2006</u></b> (NO EXCEPTIONS), stating that the County has checked the driving record of each employee or volunteer who is expected to drive on county business.</li> <li>b. Provide a copy of the driving record to UCIP for any individual who has one or more of the following: <ul style="list-style-type: none"> <li>i. DUI (drugs or alcohol), or alcohol related reckless during last 12 mos.</li> <li>ii. Two or more moving violations during last 12 months, or</li> <li>iii. Driver's license revoked or suspended in the last 12 months.</li> </ul> </li> <li>b. Maintain records obtained for each insured pursuant to 1.4a on file until June 1, 2006 and make them available for inspection upon request of the Pool.</li> </ul>
<input type="checkbox"/>	<p>1.5 All information and documents required by the Multiline Best Practices Program (other than those required by sections 1.3 and 1.4 shall be received by UCIP on or before <b><u>30 November 2006</u></b> in order to be considered in the calculation of premium credit. <b>Contact Mark Brady for details.</b></p> <p><i>This section will be verified by UCIP staff.</i></p>
<input type="checkbox"/>	<p>1.6 The <b>county must have written policies and procedures for handling claims and lawsuits.</b> This may be accomplished through circulation of a memo. The written policy or memo <b>must state that all lawsuits and Notice of Claims received shall be forwarded to the individual designated by the county.</b> The policy shall also require said individual to send a copy of all potential UCIP-covered claims by <b>mail, fax, or email</b> to the UCIP Claims Manager within two business days of receipt of claim.</p> <p><i>Please attach a copy of the policy/memo.</i></p>

<input type="checkbox"/>	<p>1.7 All potential UCIP-covered claims are reported to the UCIP Claims Manager within ten days after receipt of the claim along with:</p> <ul style="list-style-type: none"> <li>a. A completed notice of claim form;</li> <li>b. A copy of the claim;</li> <li>c. Copies of all relevant reports, including police reports.</li> </ul> <p><b><i>This section will be verified by UCIP staff.</i></b></p>
<input type="checkbox"/>	<p>1.8 <b>The county notifies UCIP within one business day of serious occurrences</b> likely to give rise to litigation or significant liability. These occurrences include:</p> <ul style="list-style-type: none"> <li>a. Any accidents involving death, hospitalization, or personal injury;</li> <li>b. Vehicle pursuits which result in death, injury of any person, or destruction of third party property;</li> <li>c. Shootings involving deputies;</li> <li>d. Involuntary terminations which the county reasonably believes might result in litigation;</li> <li>e. Sexual harassment allegations which the county reasonably believes might result in litigation;</li> <li>f. Planning and zoning issues where the parties threaten litigation or that are likely to result in claims or lawsuits.</li> </ul> <p><b><i>This section will be verified by UCIP staff.</i></b></p>
<input type="checkbox"/>	<p>1.9 <b>The county must adopt a formal policy in writing</b> establishing an Accident Board (ARB). The ARB must :</p> <ul style="list-style-type: none"> <li>a. Meet on a regular basis, but not less than quarterly (unless there are no accidents to review);</li> <li>b. <b>Keep written minutes</b> and a copy of the minutes shall be made available to UCIP upon request;</li> <li>c. All accidents involving county drivers (including road department and Sheriff's Office personnel) and/or vehicles that have been reported to UCIP must be reviewed by the safety committee/ARB; and <b>Copies of the accident reviews, or reports must be sent to UCIP.</b></li> </ul> <p><b><i>Please provide a copy of the policy or ordinance. Also provide copies of reports generated to Mark Brady.</i></b></p>

**SECTION TWO  
VEHICLE SAFETY  
MAXIMUM CREDIT: 22 Points**

<input type="checkbox"/>	<p>2.1 <b><i>Prerequisites. The following prerequisites, must be met in order to receive credit under this section:</i></b>  Driver's licenses (Motor Vehicle Reports) of all operators of county vehicles (<b>including volunteers</b>) and those who the County should reasonably anticipate will drive a vehicle in the scope of employment are checked:</p> <ul style="list-style-type: none"> <li>a. Before extending offer of employment or, in the alternative, extend a conditional offer of employment based upon County's satisfaction with the drivers license history; and</li> <li>b. Annually to determine status, restrictions, or modifications.</li> </ul> <p><b><i>Please provide a statement from the personnel director verifying the procedures.</i></b></p>
<input type="checkbox"/>	<p>2.2 The county maintains written records of all maintenance performed on each county-owned vehicle or heavy equipment.</p> <p><b><i>Please specify where the records are kept and who maintains them:</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>2.3 The county has the following written polices:</p> <ul style="list-style-type: none"> <li>a. Use of seat belts required of all drivers and passengers in county vehicles;</li> <li>b. All accidents involving county vehicles are to be reported immediately to the department head;</li> <li>c. A cell-phone use policy for drivers of motor vehicles.</li> </ul> <p><b><i>Please attach a copy of the policies.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>2.4 The county has a written policy that employees who have, while driving in the course of employment, caused two or more vehicle accidents as determined by the ARB within a two-year period of time shall lose driving privileges, be reassigned to a non-driving position, or be terminated from employment.</p> <p><b><i>Please attach a copy of the policies.</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>
<input type="checkbox"/>	<p>2.5 The county has, within the last five years, conducted the National Safety Council four-hour Defensive Driver Course--<b>or a UCIP-approved or UCIP-conducted defensive driver course--for <u>all</u> county employees and volunteers who drive while on county business.</b></p> <p><b><i>Please attach a copy of the attendance rosters from the DDC course(s).</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>

<input type="checkbox"/>	<p>2.6 The county has an incentive program for county employees who drive while in the course of employment that recognizes and rewards those who have not caused any accidents, nor had any moving violations during the previous year. Such a program would, at minimum, recognize Public Works employees and Sheriff's Office employees.</p> <p><b><i>Please describe the program.</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>
<input type="checkbox"/>	<p>2.7 The county:</p> <ul style="list-style-type: none"> <li>a. Requires each insured who is expected to drive a motor vehicle within the scope of his or her employment and has <b>an offense as set forth in Section 1.4</b>, above, to complete a driver-training course which is approved by or, offered by the Pool, prior to September 1 of the current year.</li> <li>b. Requires each insured who is expected to drive a county vehicle within the scope of his or her employment to complete a driver's training course which is approved by, or offered by, the Pool <b>during the first year of employment with the county.</b></li> </ul> <p><b><i>Please attach a copy of the attendance roster from the defensive Driver Course.</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>
<input type="checkbox"/>	<p>2.8 The county has a policy which requires volunteers who drive on county business and who are age 68 and above, to complete the AARP Driver Safety Course or other mature driver program before driving for the county.</p> <p><b><i>Please attach a copy of the policy and attendance roster from the course.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>

	<p style="text-align: center;"><b>SECTION THREE PERSONNEL MAXIMUM CREDIT: 19 Points</b></p>
<input type="checkbox"/>	<p><b><i>Prerequisites. The following prerequisites, must be met in order to receive credit under this section:</i></b></p> <p>3.1 The following policies must be adopted in writing:</p> <ul style="list-style-type: none"> <li>a. Established procedures for recruitment, interviewing, and hiring;</li> <li>b. Prohibitions against illegal discrimination;</li> <li>c. Established procedures for discipline and termination</li> </ul> <p><b><i>Copies of these policies and sample job description must be attached.</i></b></p> <p>3.2 ADA compliant job descriptions are established for each job.</p> <p><b><i>A sample copy of several job descriptions must be attached.</i></b></p> <p>3.3 The county has verified that it does/does not comply with the requirements of the County Personnel Management Act.</p> <p><b><i>Please attach a statement indicating that the county does or does not comply with the County Personnel Management Act. If the county does not comply with the Act, please give the legal justification for non compliance.</i></b></p>
<input type="checkbox"/>	<p>3.4 The county has adopted a policy that states clearly at the beginning of the policy that the policy does not create a contract between the county and the employee.</p> <p><b><i>Please attach a copy of the policy.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>3.5 The county has written personnel policies and procedures and has made a copy available to each employee and explained to the employee in writing where a copy of the policies can be obtained for reference. Each employee has signed a statement that the employee has been oriented and that the employee knows how to access the policy.</p> <p><b><i>Please attach a sample signature page.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>



<input type="checkbox"/>	<p>3.6 The county has adopted a written drug and alcohol testing program that is consistent with federal and state statutes. The policy contains the following elements when applicable:</p> <ul style="list-style-type: none"> <li>a. Pre-employment testing;</li> <li>b. Reasonable suspicion testing;</li> <li>c. Post accident testing in accordance with county policy;</li> <li>d. Random testing in accordance with federal regulations for drivers holding a Commercial Driver's License (CDL);</li> <li>e. Policy regarding positive results which includes a statement of the employee's rights</li> </ul> <p><b>Please attach a copy of the policy.</b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>3.7 The county reviews and/or updates the personnel policies and procedures annually and that each employee is notified of the each update.</p> <p><b>Please list the last date the policy was reviewed/updated—describe notification procedure.</b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>3.8 The county conducts <b>annual training of all supervisory personnel</b>, including elected officials, <b>on the county's personnel policies and procedures</b>. The County provides Harassment and Employee Discipline training for supervisors every twenty-four months.</p> <p><b>Please list the training dates and attach an agenda</b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>
<input type="checkbox"/>	<p>3.9 The county has adopted a written Title VII harassment policy that:</p> <ul style="list-style-type: none"> <li>a. States the type of conduct prohibited;</li> <li>b. Does not require or advise the victim to address a complaint to the alleged harasser;</li> <li>c. States clearly how a complaint may be made and to whom;</li> <li>d. Provides for an alternate to whom a complaint may be made and at least one of the persons to whom a complaint may be made is a female; and</li> <li>e. Clearly states the appeals process or refers to the county's appeals process under which an appeal for specified personnel actions may be made.</li> </ul> <p><b>Please attach a copy of the policy.</b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>
<input type="checkbox"/>	<p>3.10 The county has policy requiring all volunteers to be with the approved by the county pursuant to Utah Code Section 67-20-4 prior to service.</p> <p><b>Please attach a copy of the policy.</b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>

	<p style="text-align: center;"><b>SECTION FOUR</b>  <b>LAW ENFORCEMENT</b>  <b>MAXIMUM CREDIT: 23 Points</b></p>
<input type="checkbox"/>	<p><b><i>The following prerequisites must be met in order to receive credit under this section:</i></b></p> <p>4.1 The following policies must be adopted in writing:</p> <ul style="list-style-type: none"> <li>a. Use of force;</li> <li>b. Vehicle pursuits;</li> <li>c. Searches and seizures; and</li> <li>d. Jail policies regarding mail, religious observances, and grievances.</li> </ul> <p><b><i>Please list the sections or page numbers in the S.O. policies where the above referenced policies are located</i></b></p>
<input type="checkbox"/>	<p>4.2 The Sheriff's Office has adopted the Utah Jail Standards.</p> <p><b><i>Please provide documentation of the adoption of the Standards</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>4.3 All Sheriff's Deputies, unless they are assigned to Corrections, are <b>required</b> to receive at a minimum, one (1) hour of <b>Annual</b> training in the following areas: Use of Force, Domestic Incident, Forcible Entry, Arrest and Detention, and Search and Seizure. The training may emphasize practical application, a review of legal requirements, or some combination of the two. <b>In the alternative, credit for this section may be received for participation in a UCIP approved training program for law enforcement, see Mark Brady for details.</b></p> <p><b><i>Please provide a list of the dates and topics or rosters for each training session.</i></b></p> <p style="text-align: right;">Maximum Credit: 7 Points</p>
<input type="checkbox"/>	<p>4.4 All Corrections personnel are <b>required</b> receive at a minimum, one (1) hour of <b>Annual</b> training in each of the following areas: Use of Force (emphasizing use of force in the corrections setting), Search and Seizure, Religious Rights, Mail, Medical Care, and Inmate Discipline. The training may emphasize practical application, a review of legal requirements, or some combination of the two. <b>In the alternative, credit for this section may be received for participation in a UCIP approved training program for corrections officers, see Mark Brady for details.</b></p> <p><b><i>Please provide a list of the dates and topics or rosters for each training session.</i></b></p> <p style="text-align: right;">Maximum Credit: 7 Points</p>
<input type="checkbox"/>	<p>4.5 Sheriff's Office personnel who engage in <b>patrol operations</b> shall receive <b>Annual</b> training in Defensive Driving, Pursuit Driving, or Emergency Vehicle Operations (EVO). In-vehicle EVO training shall be provided at least every third year.</p> <p><b><i>Please provide a list of the dates and topics for each training session.</i></b></p> <p style="text-align: right;">Maximum Credit: 7 Points</p>

**SECTION FIVE  
PUBLIC WORKS/ROADCREW  
MAXIMUM CREDIT: 13 Points**

<input type="checkbox"/>	<p><b><i>The following prerequisites must be met in order to receive credit under this section:</i></b></p> <p>5.1 The county has a written emergency response program for reports of damaged or missing signs that:</p> <ul style="list-style-type: none"> <li>a. Specifies the office or employee to which reports are to be forwarded;</li> <li>b. Specifies the priority for response to a report of a missing or damaged sign;</li> <li>c. Specifies that "stop" signs are to be replaced immediately, and, when necessary, the county will request the Sheriff's Office to respond to a report of missing or damaged "stop" signs at hazardous intersections until the sign is replaced; and</li> <li>d. Requires that all reports of missing or damaged signs are kept along with a written report stating the replacement or repair date, the employee who made the repair, and the time the repair was made.</li> </ul> <p><b><i>Please provide a copy of the memo or policy.</i></b></p> <p>5.2 At least one copy of the Manual on Uniform Traffic Control Devices (MUTCD) must be on hand for reference by personnel responsible for the placing and maintaining of traffic control devices.</p>
<input type="checkbox"/>	<p>5.3 Written records of regular inspections of all traffic signs must be kept and include any maintenance conducted. Inspections must be conducted at least annually.</p> <p><b><i>Please provide a sample of the county's inspection report form.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>5.4 The county must maintain a written (or computerized) inventory of all county-maintained traffic control devices. At least 98% of all signs must be included in the inventory to qualify.</p> <p><b><i>Please provide a sample form the inventory</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>
<input type="checkbox"/>	<p>5.5 County road department shall document that personnel have received job-specific training consistent with manufacturer's specifications for safe operation of heavy equipment and other machinery prior to operation on a particular project.</p> <p><b><i>Please provide a sample of required training and a statement verifying that training is provided for each operator and the location where documentation is maintained.</i></b></p> <p style="text-align: right;">Maximum Credit: 3 Points</p>
<input type="checkbox"/>	<p>5.6 County road department personnel have been trained on how to conduct a pre-trip inspection on licensed heavy vehicles, are required to conduct pre-trip inspections, and keep written logs of the inspections in the vehicle.</p> <p><b><i>Please attach a sample pre-trip inspection form used by the county.</i></b></p> <p style="text-align: right;">Maximum Credit: 4 Points</p>

	<p style="text-align: center;"><b>SECTION SIX PLANNING AND ZONING MAXIMUM CREDIT: 5 Points</b></p>
<input type="checkbox"/>	<p><b><i>The following prerequisites must be met in order to receive credit under this section:</i></b></p> <p>6.1 The following must be adopted in writing:</p> <ul style="list-style-type: none"> <li>a. The county must have adopted a General Plan in accordance with the Utah Code;</li> <li>b. The county must have adopted a zoning ordinance in accordance with the Utah Code; and</li> <li>c. The county must have adopted a subdivision ordinance in accordance with the Utah Code.</li> </ul>
<input type="checkbox"/>	<p>6.2 All members of the planning commission have received training within the previous twenty-four months regarding the legal duties of a planning commissioner.</p> <p><b><i>Provide a description of the course or training for each commissioner.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>6.3 All Planning and Zoning Officers and staff have received training regarding the legal duties of their position within the past 12 months.</p> <p><b><i>Provide a description of the course or training for each</i></b></p> <p style="text-align: right;">Maximum Credit: 3 Points</p>

	<p style="text-align: center;"><b>SECTION SEVEN</b>  <b>COUNTY FACILITIES SAFETY AND USE;</b>  <b>COUNTY FAIRS</b>  <b>MAXIMUM CREDIT: 8 Points</b></p>
<input type="checkbox"/>	<p><b><i>The following prerequisite must be met in order to receive credit under this section:</i></b></p> <p>7.1 The county requires third-party users of county-owned or leased facilities, including all facilities insured by the county through UCIP, to sign an indemnification (hold-harmless) agreement approved by the county attorney.</p> <p><b><i>Please attach a copy of the policy and sample hold-harmless agreement or a signed statement certifying that county facilities are not leased or used by third parties.</i></b></p>
<input type="checkbox"/>	<p>7.2 The county has adopted a written policy requiring:</p> <ul style="list-style-type: none"> <li>a. Liability insurance certificates from third parties using county-owned facilities, including all facilities insured by the county through UCIP;</li> <li>b. That the insurance certificate name the county as an additional insured;</li> <li>c. That approval by the county governing body or its designate be obtained in writing before waiving the insurance requirement;</li> <li>d. That copies be obtained of all certificates, and that written record of the waiver by the county of the insurance requirement and copies of certificates be kept on file for a period of at least five years; and</li> <li>e. That the certificates be in the amount of at least \$1 million.</li> </ul> <p><b><i>Please attach a copy of the policy.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>7.3 County has a written policy that no alcohol is to be is to be served at county facilities unless additional insurance is obtained and requiring the following:</p> <ul style="list-style-type: none"> <li>a. Additional security around the vendor selling alcohol;</li> <li>b. Hours of service (including no later than one hour before event closing time);</li> <li>c. Designation of non-drinking areas (including parking lots as non drinking areas);</li> <li>d. Stating that alcohol is not to be sold to vendors, employees of any vendor, employees of the fair, employees of any carnival, ride, or attraction, security personnel, or participants in events.</li> </ul> <p><b><i>Counties that have a ban on alcohol at county facilities can receive credit if the policy banning alcohol is attached.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
<input type="checkbox"/>	<p>7.4 The county policies governing the use of fairgrounds, including use of arenas, buildings, and property are posted at each facility and clearly and conspicuously state that use of the facility as at the risk of the user and the county is not liable for damages or injuries.</p> <p><b><i>Please attach a copy of the policy and verify that the rules are posted at each facility.</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>
	<p>7.5 At least one person from the county shall attend the UCIP Facility Management Conference.</p> <p><b><i>To be verified by UCIP staff</i></b></p> <p style="text-align: right;">Maximum Credit: 2 Points</p>

**SECTION EIGHT  
FIRE DEPARTMENTS/AMBULANCES/EMT  
MAXIMUM CREDIT: 7 Points**



***The following prerequisites must be provided in writing:***

8.1 For counties providing fire fighting and/or ambulance—EMT services:  
The county has in writing the operational authority of the fire departments/ambulance services/EMT operating under county jurisdiction.

For counties contracting for fire fighting and/or ambulance—EMT services:  
The county has Interlocal agreements or MOUs with other jurisdictions/agencies when the fire department/ambulance service/EMT is multi-jurisdictional. **The agreement or MOU clearly states how liabilities will be apportioned among the jurisdictions/agencies.**

***Please attach a copy of the license, authorization, or interlocal agreement(s) and/or MOU.***



8.2 The county department has adopted written policies and procedures establishing:  
a. What fire protection/ambulance/EMT services are provided;  
b. The requirements for responding to fires and medical calls

***Please attach a copy of the policies.***

Maximum Credit: 2 Points



8.3 The county has a policy that all apparatus/ambulance drivers maintain EVO certification with the Utah Fire and Rescue Academy, or have had defensive driver training within the previous 12 months. No other persons will be allowed to drive apparatus/ambulances.

***Please attach a copy of the policy, evidence of certification, or training roster.***

Maximum Credit: 3 Points



8.4 The county has a policy that all county employee fire fighters be at least wild land firefighter certified in areas where that certification is appropriate.

***Please attach a copy of the policy, evidence of certification, or training roster.***

Maximum Credit: 2 Points

**SECTION NINE  
ADDITIONAL CREDIT  
MAXIMUM CREDIT: 3 Points  
10 Points Supplementary**

<input type="checkbox"/>	<p>9.1 The county may qualify for an additional credit for the installation of safety-related devices or the participation in safety related training programs for employees. Please list the device or program below, along with the cost and description of the risk or exposure the device or program is aimed at reducing or eliminating.</p> <p><b><i>Credit will be determined by UCIP staff based on the responses to this section.</i></b></p> <p style="text-align: right;">Maximum Credit: 3 Points</p>
<input type="checkbox"/>	<p>9.2 The county may qualify for supplementary credit if the severity of county claims for 2006 is less than that of 2005 as determined by a calculation of the annual net-incurred as of December 31 of each year.</p> <p><b><i>Credit will be determined by UCIP staff.</i></b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>
<input type="checkbox"/>	<p>9.3 The county may qualify for supplementary credit if the county participates in a UCIP-sponsored supervisor training on Loss Control techniques. Contact Mark Brady for details.</p> <p><b><i>Credit will be determined by UCIP staff.</i></b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>



# Utah Counties Insurance Pool

## **WORKERS' COMPENSATION BEST PRACTICES PROGRAM 2007**

(Formerly: The Loss Control Program)



6900 S. 900 E. STE 230, MIDVALE, UTAH, 84047 TELEPHONE: (801) 565-8500 FACSIMILE: (801) 568-0495





SECTION ONE PREREQUISITES	
<p><b><i>The following prerequisites must be met before the county can receive any premium credit:</i></b></p>	
<input type="checkbox"/>	<p>1.1 A <b>Safety Officer or Coordinator</b> who is responsible for the implementation of the UCIP Workers' Compensation Best Practices must be appointed by the county Commission/Council.</p> <p><b><i>Please provide documentation appointing the Safety Officer.</i></b></p>
<input type="checkbox"/>	<p>1.2 A Safety Committee shall be created for the purpose of coordinating training, providing safety inspections, establishing a safety policy, and referring safety recommendations to the governing body.</p> <p><b><i>Please provide a copy of any documentation establishing the committee.</i></b></p>
<input type="checkbox"/>	<p>1.3 Appoint a physician or medical treatment facility to whom employees injured in the workplace will be directed for initial assessment and treatment.</p> <p><b><i>Please provide name and date of Physician or facility.</i></b></p>
<input type="checkbox"/>	<p>1.4 <b>ALL</b> policy renewal information must be received by UCIP on or before <b><u>31 August, 2006.</u></b> (NO EXCEPTIONS.) <b>Contact Sonya White for details.</b></p> <p><b><i>This section will be verified by UCIP staff</i></b></p>
<input type="checkbox"/>	<p>1.5 All information and documents required by the Loss Control Program (other than that required by section 1.4 shall be received by UCIP on or before <b><u>30 November 2006</u></b> in order to be considered in the calculation of premium credit. <b>Contact Brody Parker for details.</b></p> <p><b><i>This section will be verified by UCIP staff.</i></b></p>
<input type="checkbox"/>	<p>1.6 <b>The county must have and post written policies and procedures for incident reporting and handling of workers compensation claims.</b></p> <p><b><i>Please attach a copy of the policy/memo.</i></b></p>
<input type="checkbox"/>	<p>1.7 <b>The county must adopt a formal policy in writing</b> establishing a Workers' Compensation Accident Board(ARB). The ARB may be comprised or be a part of the Safety Committee. The ARB must :</p> <ul style="list-style-type: none"> <li>a. Meet on a regular basis, but not less than quarterly (unless there are no accidents to review);</li> <li>b. <b>Keep written minutes</b> of each meeting and forward a copy of the minutes to the UCIP Loss Control Manager;</li> <li>c. All accidents that involve personal injury to county employees or volunteers, or that involve claims that have been reported to UCIP must be reviewed by the safety committee/ARB; and <b>Copies of the accident reviews, or reports must be sent to UCIP.</b></li> </ul> <p><b><i>Please provide a copy of the policy or ordinance. Also provide copies of minutes and reports generated to Brody Parker.</i></b></p>

**SECTION TWO**  
**General Safety**  
**MAXIMUM CREDIT: 35 Points**



**Prerequisites. The following prerequisites, must be met in order to receive credit under this section:**

2.1 The County must have written safety policies and procedures which must include at a minimum:

- a. a policy requiring new-hire safety orientation,
- b. a policy for maintaining the safety of walking surfaces.
- c. a policy for maintaining back-safety,
- d. an incident investigations protocol,
- e. a hazards communication policy.

**Please attach a copy of the policy.**



2.2 The County shall provide **Annual training** on some aspect of Occupational Health & Safety for all supervisors. All newly appointed supervisors shall attend UCIP sponsored training on Workers' Compensation procedures and Supervisor Safety within the first year of appointment.

**Please attach a copy of the roster.**

Maximum Credit: 5 Points



2.3 A written Emergency Action Plan for major emergencies such as fire, earthquake, and other natural disasters.

**Please attach a copy of the plan.**

Maximum Credit: 5 Points



2.4 County shall have a return-to-work program that provides, where feasible, a transitional position for injured employees to work if they are temporarily unable to perform the necessary functions of their regular position.

**Please attach a copy of the policy.**

Maximum Credit: 5 Points



2.5 The County has done a job-safety analysis for each position within the last five years.

**Please retain the analysis for review by staff.**

Maximum Credit: 5 Points



2.6 **The County notifies UCIP within one business day of serious occurrences** likely to give rise to significant Workers' Compensation claims including any accidents involving death, hospitalization, or personal injury involving two or more people.

**This section will be verified by UCIP staff.**

Maximum Credit: 5 Points



2.7 The County performs an annual self assessment safety inspection in each County-owned facility on forms provided by UCIP.

**Please provide a copy of completed inspections for each facility.**

Maximum Credit: 10 Points

	<p style="text-align: center;"><b>SECTION THREE VEHICLE SAFETY MAXIMUM CREDIT: 20 Points</b></p>
<input type="checkbox"/>	<p><b><i>Prerequisites. The following prerequisites, must be met in order to receive credit under this section:</i></b></p> <p>3.1 The county has the following written policies:</p> <ul style="list-style-type: none"> <li>a. The use of seat belts required of all drivers and passengers in county vehicles;</li> <li>b. A distracted driver policy, limiting or eliminating the use of cell-phones and other distractions while the vehicle is in operation.</li> </ul> <p><b><i>Please provide a copy of the policies.</i></b></p>
<input type="checkbox"/>	<p>3.2 The county has, within the last five years, conducted the National Safety Council four-hour Defensive Driver Course--<b>or a UCIP-approved or UCIP-conducted defensive driver course--for <u>all</u> county employees and volunteers who drive while on county business.</b></p> <p><b><i>Please attach a copy of the attendance rosters from the DDC course(s).</i></b></p> <p style="text-align: right;">Maximum Credit: 7 Points</p>
<input type="checkbox"/>	<p>3.3 The county requires each insured who is expected to drive a county vehicle within the scope of his or her employment to complete a driver's training course which is approved by, or offered by, the Pool <b>during the first year of employment with the county.</b></p> <p><b><i>Please attach a copy of the attendance roster from the Defensive Driver Course.</i></b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>
<input type="checkbox"/>	<p>3.4 The county requires employees who are expected to drive on county business to take an annual refresher course on safe driving practices. This requirement may be satisfied by a UCIP-approved self study process and test; such as video or computerized training, or by publishing an auto-safety newsletter or safety bulletin at least quarterly which employees are required to read and sign.</p> <p><b><i>Please attach a copy of documentation demonstrating compliance</i></b></p> <p style="text-align: right;">Maximum Credit: 8 Points</p>

**SECTION FOUR  
LAW ENFORCEMENT/AMBULANCE--EMT  
MAXIMUM CREDIT: 20 Points**



***The following prerequisites must be met in order to qualify for credit under this section:***

- 4.1 The Sheriff/Ambulance/EMS/Firefighters have:
- a. Established policies and procedures for dealing with Blood-Borne Pathogens.
  - b. Training new-hires on said policies within the first year of employment.
  - c. Mandatory annual refresher training on said policies.
  - d. Implemented legally required reporting protocols.

***Please provide a copy of the policies and rosters of training.***



- 4.2 The Sheriff/Ambulance/EMS/Firefighters have established written safety policies and procedures for handling Hazardous Materials. The Sheriff provides training on said policies and procedures at least every twenty-four (24) months.

***Please attach a copy of the policy and attendance rosters for the training.***

Maximum Credit: 5 Points



- 4.3 The Sheriff/Ambulance/EMS/Firefighters have established policies and procedures for a respiratory protection program consistent with OSHA requirements and provide training as required by law.

***Please provide a copy of the policies and training rosters.***

Maximum Credit: 5 Points



- 4.4 The Sheriff/Ambulance/EMS/Firefighters have established policies and procedures and provide training consistent with OSHA requirements for hearing protection.

***Please attach a copy of the policies and training rosters.***

Maximum Credit: 5 Points



- 4.5 The Sheriff has an Emergency Evacuation Plan for Jail facilities and all Corrections Officers shall be trained on the Plan.

***Please provide a copy of the plan and a copy of the latest training roster.***

Maximum Credit: 5 Points



	<p style="text-align: center;"><b>SECTION FIVE</b>  <b>PUBLIC WORKS/ROADCREW</b>  <b>MAXIMUM CREDIT: 20 Points</b></p>
<input type="checkbox"/>	<p><b><i>The following prerequisites must be met in order to receive credit under this section:</i></b></p> <p>5.1 The County will have at least monthly mandatory safety training for all Road Crew and Road Shop personnel.</p> <p>5.2 Road Shops will be equipped with at least the following:</p> <ol style="list-style-type: none"> <li>MSDS for all chemicals used by the department.</li> <li>Eye-wash station(s)</li> <li>Adequate ventilation for all operations</li> <li>All machinery shall be equipped with appropriate safety guards.</li> </ol> <p>5.3 A written policy that all Road Shop personnel shall be required to use adequate Personal Protective Equipment in conformance with industry standards.</p> <p><b><i>Please identify the topics and dates of the safety training. Please provide a copy of the PPE policy.</i></b></p>
<input type="checkbox"/>	<p>5.4 County has a policy requiring trained Flagger personnel on County road projects.</p> <p><b><i>Please provide a copy of the policy.</i></b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>
<input type="checkbox"/>	<p>5.5 County has policies and provides training for each of the following:</p> <ol style="list-style-type: none"> <li>Lockout/Tagout procedures</li> <li>Trenching and excavation safety</li> <li>MSHA-required annual training for gravel pit/crusher operations</li> <li>Electrical Safety</li> <li>Job-Specific safety training for heavy machinery</li> <li>Pre-trip inspections.</li> <li>Confined Space permit</li> </ol> <p><b><i>Please provide a copy of the policies and latest training rosters for each topic.</i></b></p> <p style="text-align: right;">Maximum Credit: 10 Points</p>
<input type="checkbox"/>	<p>5.6 The Road department shall have at least two employees with continuing certification in first aid/CPR through the American Red Cross or equivalent organization.</p> <p><b><i>Please provide copies of training rosters.</i></b></p> <p style="text-align: right;">Maximum Credit: 5 Points</p>



	<p style="text-align: center;"><b>SECTION SIX OTHER CREDIT MAXIMUM CREDIT: 5 Points 10 Points Supplementary</b></p>
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## **AGENDA ITEM SUMMARY**

### ***Item Description***

Approve 4 contract renewals.

### ***Background, Discussion***

UCIP contracts for the following services with the indicated provider:

1. Actuarial services-By The Numbers Actuarial Consulting, Inc.  
Four year contract expires 8/21/2007
2. Multiline and Workers' Compensation Claims Management System-Mountain View Software
3. Auditing and Accounting Compilations-Larson and Company-No contract.  
Engagement letter signed annually.
4. Renewal contract with Pfeiffer Consulting for Workers' Compensation services.

### ***Recommendation***

Staff recommends continuing with 1, 2, and 4. Staff recommends authorizing the CEO to sign an engagement letter for audit only with Larson for the 2006 audit, per the proposal.



## AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into this 21<sup>st</sup> day of August, 2003, by and between the following parties: By the Numbers Actuarial Consulting, Inc. and Utah Counties Insurance Pool and their successors and assigns, (hereinafter collectively referred to as the "Parties").

### I. RECITALS

WHEREAS, Utah Counties Insurance Pool ("UCIP") desires to obtain actuarial consulting services; and

WHEREAS, By the Numbers Actuarial Consulting ("BYNAC") is engaged in the business of providing professional actuarial consulting; and

WHEREAS, BYNAC desires to provide certain actuarial consulting services to UCIP and UCIP desires to have BYNAC provide such services in accordance with the terms hereof and with the Request for Proposals dated June 30, 2003, to which BYNAC responded and was awarded at the UCIP Board of Trustees meeting of July 17, 2003, which is hereby incorporated by reference and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

### II. AGREEMENT

#### **A. Obligations of BYNAC**

1. Using data provided by claims administrator pursuant to the timeline of Number 13 below, project historical losses on an occurrence basis by accident year and line of coverage, to ultimate levels, based on UCIP's historical retentions.
2. Estimate ultimate losses, IBNR and outstanding losses on a discounted basis.
3. Compare the latest estimates of ultimate loss with prior projections.
4. Project expected losses for next accident year.
5. Project cash flow outgo and changes in IBNR over the course of future years using estimates of projected 1992-2003 losses.
6. Calculate an Unallocated Loss Adjustment Expense reserve.
7. Provide estimates of funding requirements at confidence levels of 70%, 80%, 90%, and 95%.

Agreement between UCIP and BYNAC

8. Calculate member contributions annually using individual experience within the context of the Pool's overall experience.
9. Provide a final actuarial report including an executive summary (two bound copies and one unbound copy) documenting data used, conclusions, methodology, and assumptions, by timeline of Number 13 below.
10. Provide assistance to the outside financial auditor regarding questions they may have on reconciling their work and yours.
11. Assist UCIP staff to prepare any planned distribution to members of surplus and/or dividends.
12. Assist UCIP staff with preparing cost allocation for member counties for apportioning contributions within respective counties.
13. Develop a contribution schedule for the following year by October 1 of each year and a reserve analysis for previous year by March 1 of each year.
14. The following lines of coverage will be evaluated:
  - a) General/Other Liability, including auto, civil rights, errors and omissions, and
  - b) Law Enforcement, including detention centers.

**B. Obligations of UCIP**

1. UCIP shall promptly provide all claims data and other information as needed by BYNAC to timely complete its work.
2. UCIP shall pay BYNAC its service fees and legitimate expenses, in conformity with the terms of this Agreement. UCIP shall pay all invoices submitted by BYNAC within 30 days after UCIP's receipt of each invoice.

**C. Mutual Obligations**

1. Ownership of Record and Documents
  - a) All loss, claim, and reinsurance files, both hard copies and electronically generated or stored, are the property of UCIP and are considered confidential information.
  - b) BYNAC agrees not to reproduce, disclose, or disseminate any confidential information acquired or used arising from its fulfillment of this Agreement without the written consent of UCIP.
  - c) Upon termination of this Agreement, BYNAC shall immediately return all original material, any copies, and any compilations prepared for UCIP using original UCIP material, to UCIP.

## 2. Indemnification and Insurance

- a) BYNAC shall indemnify and save harmless UCIP and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against UCIP or its representatives by reason of any negligent act or omission of BYNAC, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by UCIP or its representatives in the defense of any claim or suit.
- b) Unless otherwise indicated, BYNAC shall maintain in force at all times while performing the scope of work insurance coverage, which meets as a minimum, the following requirements:
- c) Workers' Compensation Insurance shall be in effect for all of BYNAC's employees performing the Scope of Work. Coverage will provide for statutory limits with an insurance company authorized to write such insurance in all states where the BYNAC's employees will work on this proposal .
- d) Commercial General Liability Insurance as shall protect BYNAC against claims for damages resulting from bodily injury, including wrongful death, and property damage (including broad form property endorsement), which may arise from operations under this contract whether such operations be by BYNAC or by any Subcontractor or anyone directly or indirectly employed by either BYNAC or Subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be \$1 million Combined Single Limits.
- e) Professional Liability Insurance with limits of no less than \$1 million. Coverage will include protection for license and trademark infringements. If such coverage is on a claims-made basis, BYNAC must agree to maintain coverage for three years after conclusion of all services performed under this agreement through an extended discovery period.

## 3. Waiver of Nonperformance

No waiver of any default in performance on the part of BYNAC or like waiver by UCIP, or any breach or a series of breaches of any of the terms, covenants, or conditions of this agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants or conditions. The pursuit of any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this agreement or otherwise.

4. Entire Agreement

This Agreement, together with the applicable insurance policies, contains the entire agreement between BYNAC and UCIP. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as herein expressly set forth.

5. Governing Law

The validity, interpretation, and performance of this agreement shall be controlled and construed according to the laws of the State of Utah. The parties agree to the jurisdiction and venue of any duly authorized Court in Salt Lake County, Utah.

6. Assigns and Subcontracting

This agreement is personal to each of the parties and no party may assign or delegate that party's rights or obligations under this agreement without the written consent of the other party.

**D. Relationship of the Parties**

It is understood and agreed that BYNAC is engaged to perform services under this agreement as an independent contractor. The parties agree that neither party has any relationship with or contractual liability to the other with respect to the subject matter of this agreement other than as set forth.

**E. Term and Termination Provisions**

1. This agreement shall take effect on August 21, 2003 and continue until August 21, 2004. This agreement will be automatically renewed for three consecutive one-year terms beginning on August 22, 2005, 2006, and 2007 unless either party terminates the agreement by providing written notice to the other party at least 90 days before the expiration of any original or renewal term.
2. In the event of a material breach of this agreement, the non-offending party may terminate this agreement by providing 30 day written notice of termination to the other party.
3. Should either party desire to terminate this agreement for other than cause, the party pursuing the termination must provide 90 days notice of intent to the other party.



**F. Fees**

1. UCIP will pay BYNAC an annual fee of \$8,500 for the two studies as described in A. Obligations of BYNAC. The fee includes one business presentation in Salt Lake City. Any other trips to Salt Lake City will be paid by UCIP at the rate of \$500 per visit.
2. BYNAC may bill up to one half the cost of each study at the beginning of the study and the other half upon acceptance by UCIP.
3. Costs of data or material transfers will be paid by the sender or transmitter.

**G. Notices**

All notices as provided herein shall be in writing, and shall be sent by certified mail, postage prepaid, with return receipt requested to the following address or to such other address as either party may hereafter furnish:

*For Utah Counties Insurance Pool:*

Dannie R. McConkie, President  
Utah Counties Insurance Pool  
5397 South Vine Street  
Salt Lake City, Utah 84107

*For By the Numbers Actuarial Consulting, Inc.:*

Lisa Dennison  
By the Numbers Actuarial Consulting, Inc.  
Chesapeake Centre  
205 Powell Place  
Brentwood, TN

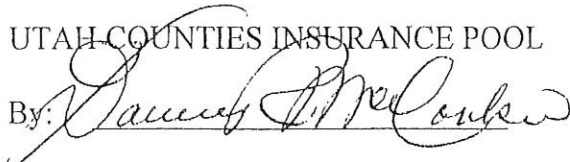
Page 6

Agreement between UCIP and BYNAC

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first written above.

UTAH COUNTIES INSURANCE POOL

By:



Title: PRESIDENT

BYNAC, Inc.

By:



Title: President

# **MountainView Software Corporation ClaimZone® Enterprise Edition Licensing and Services**

## **Terms and Conditions**

These terms and conditions are attached to and a part of the MountainView Software Corporation ClaimZone Licensing and Services Agreement made as of the Effective Date between MVSC and Licensee (this "Agreement").

- 1) **License to use ClaimZone.** Subject to the terms and conditions of this Agreement, effective upon the Effective Date, MVSC grants Licensee a limited and non-transferable license to use the software identified on the first page of this Agreement (the "Licensed Software") to allow the maximum number of authorized users identified on the first page of this Agreement to concurrently access the Licensed Software. Concurrent use of the Licensed Software by a number of individual users greater than the maximum number of authorized users identified on the first page of this Agreement is specifically excluded from the scope of the license granted herein and constitutes unauthorized use of the Licensed Software.

This license is limited by two factors: 1) Number of concurrent user licenses purchased, and 2) the on-going payment of Annual Fees.

This license is non-transferable unless specifically granted in writing by MVSC.

This License is considered perpetual in nature as long as Licensee continues to pay the Annual Fees as described on page one.

Additional user licenses may be acquired and added to this contract at the prices listed on page one of this contract for a period of three years. No additional contracts or agreements are required. User licenses may be acquired in any increment. In the event user licenses are acquired during Support Term (see below), any associated Annual Fees will be pro-rated to the end of the current Support Term.

- 2) **Technical Support and Software Updates.** MVSC will provide to Licensee the support services set forth in this Section for successive 12-month periods commencing with the implementation date of the Licensed Software (each a "Support Term").

Technical Support includes the following:

- a) Telephone and/or email assistance with basic and intended use of the Licensed Software. Basic use is defined as "how to" questions requiring less than 5 minutes to answer.
- b) Issues caused by errors or other problems in the Licensed Software.
- c) Hardware and/or software issues related to MVSC's ASP services, and other issues in the control of MVSC or its parent company.

Technical Support *does not include* the following:

- a) Assistance in creating new, or modifying existing reports.

- b) Extended Training on the Licensed Software. "How to" questions requiring more than 5 minutes are considered Extended Training.
- c) Assistance with non-standard usage of the Licensed Software, i.e. uses and/or purposes outside of the intended capabilities.
- d) Hardware and/or software issues not in the control of MVSC. This includes, but is not limited to, Licensee's Internet Service Provider, internal network and internet connections, and internal hardware or software issues.

*Important Note:*

MVSC will invoice Licensee for Extended Training, and other non-Technical Support services at the then-prevailing hourly rates. Time will be billed in 15 minute increments and will be rounded up to the next highest increment for billing purposes.

In addition, time spent researching or otherwise attempting to resolve an issue which turns out to be under the control of an entity other than MVSC, will be considered billable and will be invoiced to the Licensee.

Support Hours

Support shall be provided by telephone from 7:30 a.m. to 5:00 p.m. Mountain Time. Telephone support is available outside of these hours for the additional fee of \$200 per hour with a \$100 minimum charge per call.

Software Updates:

During each Support Term, MVSC will provide to Licensee all the fixes, updates and upgrades to the Licensed Software that MVSC makes generally available. All existing functionality, features, and/or modules included in the Licensed Software which are available at the date of implementation, will be updated as part of the "ClaimZone Annual Support and Upgrade Fees", as described on page one of this Agreement.

MVSC guarantees that no currently existing functionality will be extracted from the base product and priced separately.

MVSC reserves the right to charge additional fees for *new, optional* features or modules which may be developed in the future.

First Report of Injury Reports:

During each Support Term, MVSC will maintain all state First Report of Injury reports. When state reports are changed or replaced, MVSC will provide Licensee with new, printable versions of the reports.

- 3) **Project Management Services.** MVSC will provide Project Management services during the pre-implementation and initial implementation phases. These services are priced separately, as depicted on page one of this Agreement. Project Management services are a critical component to the successful and timely implementation of the Software.
- 4) **Hardware Service Levels.** MVSC's Application Service Provider Hosting Environment (ASP) will ensure the following:
  - a) MVSC servers will be functioning and available at least 99% of the time, excluding standard holidays and system maintenance time which has been pre-approved by

Licensee. For every day below the guaranteed availability that the system is not available, MVSC will credit Licensee one day's maintenance fee (Licensee's total annual subscription fee / 365 days) to be applied at the next renewal date or refunded within 30 days of the contract being terminated.

b) MVSC agrees to proper web and application server sizing, fail-over, and redundancy to ensure application performance and availability.

- 5) **Service Guarantee.** MVSC guarantees to provide "best effort" service to Licensee in all areas, including Technical Support (as described in Paragraph 2), and ASP Services (as described in Paragraph 6).

Best Effort services includes the following:

a) Prompt response to all Licensee inquiries and issues. MVSC will respond to all inquiries no later than four working hours from the time of the initial contact.

b) For issues which cannot be resolved immediately, MVSC will continually attempt to resolve them until a satisfactory resolution can be found. Regular contact will be made between MVSC and Licensee during the resolution process.

c) If Licensee feels dissatisfied at any time with the level of service provided, Licensee should contact Mr. Steve Schmutz, Vice President Sales & Marketing. Steve may be reached as follows:

Direct Phone: 801-336-5003

Email: [steve@mvsc.com](mailto:steve@mvsc.com)

Breach of Guaranteed Services:

In the unlikely and improbable event that Licensee, after having attempted resolution as described above, remains dissatisfied with the level of service offered by MVSC, Licensee may pursue the acquisition of the Software Source Code, as described in Paragraph 17).

- 6) **ASP Upgrades.** All ASP customers utilize the same base code, and will therefore be updated and/or upgraded simultaneously. MVSC will give ASP customers at least seven days' notice for all scheduled upgrades. For issues requiring immediate, or non-scheduled updates, customers will be notified *at least* 24 hours in advance.

Customer-specific features which have been added to ClaimZone will be tested to ensure compatibility with any updates or upgrades. MVSC will be responsible for any changes which may be required to customer-specific features due to updates/upgrades.

- 7) **Training and Implementation Services.** MVSC will provide training and implementation services upon delivery of the Licensed Software for the period proposed in the agreement. An MVSC technician provide the training services.

During the implementation phase, one or more MVSC personnel will travel to Licensee's office to configure the ClaimZone program. This important process involves MVSC learning Licensee's business and specific needs. Some of the services performed include setting up banking information, creating the contents of the many drop-down fields present throughout the program, and the construction of the hierarchal structure of your

company within the program. Additionally this time will also be utilized to properly train your staff on the use of ClaimZone. The number of training days quoted above represents what we have found to be necessary and sufficient to perform these tasks.

Implementation and Training Fees (per day)   \$8,500  
Travel Expenses See Paragraph 9).

All training and implementation services will be performed by qualified, trained MVSC personnel, and will perform services in a timely, professional manner in accordance with generally accepted industry practices and standards.

- 8) **Custom Development Projects.** MVSC provides custom development services to enhance Licensed Software to meet the specific needs of each Licensee, including writing data feeds to/from third party software applications. The standard process for custom development is as follows:

- a) Licensee provides MVSC a written description of required enhancement(s) and/or interface(s).
- b) MVSC will meet with (on-site, or via conference call), Licensee for analysis of custom request.
- c) MVSC will provide either a Fixed-Price estimate, or a Time & Expense estimate (whichever method Licensee prefers), for completing the project.
- d) MVSC will also provide an estimated time frame for completion of the project.
- e) MVSC begins development upon written notification of Licensee.

MVSC guarantees to respond to each initial custom development request within two working days.

- 9) **Pricing.** In consideration of the license granted hereunder Licensee will pay to MVSC the License Fee set forth on the first page of this Agreement for the Licensed Software. In addition, if Licensee requests (and MVSC agrees to provide) custom development of the Licensed Software, report creation (including custom check stock), or other development related services, including data conversions, the following fees will apply:

Additional ClaimZone Licenses	\$8,500
Annual Fees for Additional Licenses	\$2,000

Custom Development Rate	\$175/hour
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Travel Expenses:

Airfare	Actual Airfare (coach class)
Lodging, Meals, Car Rental, etc.	\$175 per diem

- 10) **Payment Schedule.** Upon execution of this Agreement, MVSC will send an invoice for fifty percent (50%) of the total amount shown on page one of this Agreement to Licensee. Licensee agrees to pay said invoice within Thirty (30) days.

Thirty (30) days after the first day of implementation, MVSC will send an new invoice for the remaining fifty percent (50%) of the total amount shown on page one of this Agreement to Licensee. Licensee agrees to pay said invoice within Thirty (30) days.

MVSC will invoice Licensee for the Annual Support Fee sixty (60) days in advance of each subsequent Support Term. Each support term will begin with the initial implementation of the software. Any additional services or additional licenses will be invoiced by MVSC in accordance with its billing policies then in effect. Terms are net 30 days.

- 11) **ASP Hosting.** MountainView Software will maintain and properly update all necessary hardware and software used to host the ClaimZone application. Licensee will have full access to the ClaimZone application, to the ClaimZone Administration application, and to all Licensee's data. Licensee will not have access to the server, and will therefore not be able to make any changes to the ASP server information or structure.

Licensee's data will be maintained and stored on MVSC servers for the life of this contract. MVSC will backup and maintain Licensee's databases on a daily basis.

MVSC guarantees to maintain and update all hardware and associated software used to provide ASP services. MVSC further guarantees acceptable response times from the ASP server. For example: When a user requests to open a claim, the page will be served in sub-second time. Or, when a claim search is performed using a claim number as criteria, the result set will be served in sub-second time. Please note, once the page is served, MVSC does not have control over the speed of the internet connection. Response times may vary depending on many factors, including Licensee's connection speed and available bandwidth.

Licensee agrees to maintain and provide to all licensed users an internet connection capable of the high volume of data transferred as part of the normal use of ClaimZone, and a version of Microsoft Internet Explorer® recommended by MVSC – currently version 5.5 or higher.

- 12) **System Requirements.** The Licensed Software requires Microsoft Internet Explorer version 5.5 or higher. Other browser software is not supported.
- 13) **120 Day Money Back Guarantee; Warranty.** In the event that Licensee is not satisfied with the Licensed Software within One Hundred Twenty (120) days after the implementation date of the Licensed Software to Licensee, Licensee may cancel this Agreement and MVSC will then refund to Licensee (without interest) the License Fee and a pro-rated portion of the Annual Support Fee actually paid by Licensee to MVSC. All other amounts, including custom development and reimbursed travel expenses, paid by Licensee to MVSC are non-refundable.
- 14) **Limitation on Warranty and Liability.** Licenser undertakes no liability and shall not be held liable to Licensee for the accuracy of information (data) entered into the Licensed Software. The warranties expressly set forth in section 13) hereof are the sole warranties made by MVSC hereunder, to the fullest extent possible pursuant to applicable law, MVSC disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement or other violation of rights. Under no circumstances, including, but not limited to, negligence, shall MVSC or its suppliers be liable for any indirect, special, incidental or consequential damages, or any other damages of any



kind, including, but not limited to, loss of data or loss of profits, arising out of the use, or the inability to use, the licensed software, even if MVSC has been advised of the possibility of such damages. Under no circumstances, shall MVSC aggregate liability under this agreement exceed the amount of the license fee actually paid to MVSC.

- 15) **Intellectual Property Indemnification.** MVSC warrants and guarantees that all software components, programs, and code utilized in the development and/or operation of any and all MountainView Software products has been properly licensed by MVSC. Furthermore, MVSC warrants and guarantees that no copyright laws have been violated in any way during the production, development, and distribution of MVSC products. In the event of an action brought against Licensee claiming that the Licensed Software infringes a United States patent or copyright of a third party, or violates a trade secret of a third party, MVSC shall defend Licensee at MVSC's expense.

Furthermore, in the event a final injunction is obtained against Licensee's use of the Software Product by reason of Infringement, or in MVSC's opinion, Licensee's use of the Software Product is likely to become the subject of Infringement, MVSC may at its option and expense: (a) procure for Licensee the right to continue to use the Software Product as contemplated hereunder, (b) replace the Software Product in question with a non-infringing, functionally equivalent substitute Software Product, or (c) suitably modify the Software Product to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Software Product.

- 16) **Termination.** This Agreement is effective and the license granted hereunder shall continue until this Agreement is terminated. Licensee may terminate this Agreement at any time by providing sixty (60) days written notice to MVSC of such termination. Licensee will not be entitled to any refund whatsoever except as specifically provided herein. If Licensee fails to pay the Annual Fees, as stated on page one, MVSC may, with at least 60 days written notice to Licensee, terminate this agreement.

- 17) **Escrow of Code.** In the event MVSC discontinues business for any reason or Transfers (as defined below) 50% or more of its assets or 50% or more of its equity ownership to another entity during the Term of this Agreement, or, if Licensee exercises the Service Guarantee clause from Paragraph 5), MVSC shall deliver to Licensee a copy of the Software Source Code including all relevant commentary, explanations and other documentation of the Source Code (collectively "Commentary"), for the exclusive, internal use, and limited purpose of supporting the Licensee's use of the Software. In the event the Source Code and Commentary is delivered to Licensee pursuant to this paragraph, Licensee covenants that it will hold the Source Code and Commentary in confidence, that it will not disclose or reveal the Source Code and Commentary to any third party, and that it will abide by the terms and limitations of the license granted hereunder. Furthermore, Licensee agrees to not sell, re-sell, or otherwise distribute the Source Code and Commentary to any other party.

Upon delivery of Source Code, MVSC will not be responsible for supporting, upgrading, updating, or enhancing the Software.

For purposes of this section, a Transfer shall mean any sale, transfer, gift, pledge, encumbrance, hypothecation, assignment or other act or action, whether voluntary or involuntary, and whether by operation of law or otherwise, whereby or as a result of which ownership, interest or rights in any assets or equity ownership interest, as applicable, are disposed of, impaired or affected in any way; provided, however, that a

Transfer to any affiliate within its holding company system shall not be deemed a Transfer falling within the scope of this section.

18) **Notice.** Any notice and/or other communication required or provided for under this Agreement shall be in writing and shall be deemed given when either personally delivered, sent by certified U.S. Mail return receipt requested, delivered by an air courier, or transmitted by facsimile or electronic mail and confirmed in writing (sent by air courier or certified U.S. Mail) to the other party at the respective address set forth in the first paragraph of this Agreement "Attention: President", or to such address as may be provided in writing for the delivery of notices hereunder upon ten (10) days prior written notice as provided herein.

19) **Proprietary Rights.** The Licensed Software is protected by United States copyright law and international treaties. MVSC reserves all rights not expressly granted to Licensee in this Agreement and all right, title, and interest (including all copyrights and other intellectual property rights) in the Licensed Software are and shall remain the property of MVSC.

Licensee will not (i) distribute, disclose, market, rent, lease or transfer to any third party any portion of the Licensed Software, (ii) decompile, reverse engineer, disassemble, re-program, modify, install on other machines, translate, sublicense, or create derivative works from the Licensed Software.

Any changes or improvements to the Licensed Software made or suggested by Licensee shall be the property of MVSC and Licensee hereby assigns to MVSC all right, title and interest therein.

ClaimZone® is a registered trademark of MVSC. No license or other right to use this mark is granted hereunder.

20) **Non-Disclosure Obligations.** Licensee acknowledges that the Licensed Software constitutes and incorporates confidential and proprietary information developed or acquired by or licensed to MVSC. Licensee shall not allow the removal or defacement of any confidentiality or proprietary notice placed on the Licensed Software. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature. Licensee shall take all reasonable actions necessary to safeguard the confidentiality of the Licensed Software, including at a minimum those taken by Licensee to protect Licensee's own confidential information of a like nature. Licensee shall not disclose, in whole or in part, the Licensed Software or any portion thereof or other information that has been designated as confidential by MVSC to any individual, entity or other person, except to those of Licensee's employees or consultants who require access for Licensee's authorized use of the Licensed Software. Licensee acknowledges that any unauthorized use or disclosure of the Licensed Software may cause irreparable damage to MVSC and its licensors. MVSC agrees to take the same action regarding any information designated in writing as proprietary and confidential which it receives from Licensee ("Licensee Information"). Neither MVSC nor Licensee shall have any confidentiality obligation with respect to any portion of the Licensed Software or Licensee Information that (i) the receiving party knew or independently developed before receiving such Licensed Software or Licensee Information under this Agreement, (ii) the receiving party lawfully obtained from a third party under no confidentiality obligation, or (iii) is or becomes available to the public other than as a

result of any act or omission by the receiving party or any of the receiving party's employees or consultants.

- 21) **Insurance.** Each party, at its sole cost and expense shall procure and maintain such policies of general liability and professional liability insurance as are appropriate for such party's business activities under this Agreement.
- 22) **Governing Law.** The parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to its conflicts of law provisions. Licensee hereby consents to exclusive jurisdiction and venue in the federal courts and state courts sitting in Salt Lake City, Utah, and waives all defenses of lack of personal jurisdiction and *forum non conveniens*. Process may be served on either Licensee or MVSC by registered mail or in any manner authorized by applicable law or court rule.
- 23) **Miscellaneous.** The parties agree that this Agreement, together with these Terms and Conditions and all other appendices, addenda, schedules, exhibits and other attachments (which are incorporated into and made a part of this Agreement) shall govern the relationship of the parties. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement, unless MVSC in good faith deems the unenforceable provision to be essential, in which case MVSC may terminate this Agreement effective immediately upon notice to Licensee. The headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 24) **U.S. Government Restricted Rights.** If Licensee is acquiring the license to the Licensed Software on behalf of any part of the United States government, the following provisions apply. The Licensed Software and any associated documentation are deemed to be "commercial software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software and any associated documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Agreement. Manufacturer is MountainView Software Corporation, 335 N. 300 W., Suite 104, Kaysville, Utah 84037.

I N D E P E N D E N T   C O N T R A C T O R  
A G R E E M E N T   F O R   C O N S U L T A N T

This Agreement is made between Utah Counties Insurance Pool (UCIP) ("Client") with a principal place of business at \_Salt Lake City, Utah \_\_\_\_, and \_Pfeiffer Consulting Group, LLC. ("Consultant"), with a principal place of business at \_Salt Lake City , Utah.

**1. Services to be Performed**

Consultant agrees to perform the services described in Exhibit A, which is attached to this Agreement.

**2. Payment**

In consideration for the services to be performed by Consultant, Client agrees to pay Consultant at the rate per Exhibit A.

**3. Terms of Payment**

**Upon completing Consultant's services under this Agreement, Consultant shall submit an invoice. Client shall pay Consultant within 15 days from the date of Consultant's invoice.**

**4. Late Fees**

Late payments by Client shall be subject to late penalty fees of 1 ½ % per month from the due date until the amount is paid.

**5. Expenses**

Client shall reimburse Contractor for the following expenses that are directly attributable to work performed under this Agreement:

- travel expenses other than normal commuting, including airfares, rental vehicles and highway mileage in company or personal vehicles at IRS mileage rate, currently 48.5cents per mile
- telephone, fax, online and telegraph charges
- postage and courier services
- printing and reproduction
- computer services, and
- other expenses resulting from the work performed under this Agreement.

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days from the date of each statement.

**6. Materials**

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

(Optional: Check if applicable.)

**[ x ] 7. Intellectual Property Ownership**

Consultant grants to Client a royalty-free nonexclusive license to use in any manner and for any purpose anything created or developed by Consultant for Client under this Agreement (Contract Property). The license shall have a perpetual term and Client may not transfer it. Consultant shall retain all copyrights, patent rights and other intellectual property rights to the Contract Property.

**[ x ] 8. Consultant's Reusable Materials**

Consultant owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement (Consultant's Materials). Consultant's Materials include, but are not limited to, those items identified in Exhibit \_A, attached to and made part of this Agreement. Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement. Consultant retains all right, title and interest, including all copyrights, patent rights and trade secret rights in Consultant's Materials. Consultant grants Client a royalty-free nonexclusive license to use any of Consultant's Materials incorporated into the work performed by Consultant under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

**9. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

12/31/07 or

- the date a party terminates the Agreement as provided below.

**10. Terminating the Agreement**

Either party may terminate this Agreement at any time by giving 10 days written notice of termination. Consultant shall be entitled to full payment for services performed prior to the date of termination.

**11. Independent Contractor Status**

Consultant is an independent contractor, not Client's employee. Consultant's employees or subcontractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.



- Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement. Consultant shall grant Client access to all subcontractors, employees and other sources used by Consultant in performing the work under this Agreement to enable Client to clarify matters or seek additional information.
- Consultant or Consultant's employees or subcontractors shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistants to help Consultant.
- Neither Consultant nor Consultant's employees or subcontractors shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Consultant or Consultant's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## **12. Local, State and Federal Taxes**

Consultant shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges included here do not include taxes. If Consultant is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Consultant shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

## **13. Exclusive Agreement**

This is the entire Agreement between Consultant and Client.

## **14. Modifying the Agreement**

Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

## **15. Resolving Disputes**

[ x ] If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in \_\_\_ Salt Lake City Utah. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

[ x ] If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

## **[ x ] 16. Limited Liability**

This provision allocates the risks under this Agreement between Contractor and Client.

Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by Contractor under this Agreement. However, contractor shall remain liable for bodily injury or personal property damage resulting from negligent or willful actions of Contractor or Contractor's employees or agents to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

## **17. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

## **18. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.



**19. Confidential Information of Client.**

As used in this section, "Information" means trade secrets and other confidential and proprietary business information of Client which is expressly designated as confidential by Client or which Consultant should reasonably be expected to know is confidential and proprietary.

Consultant agrees not to use or disclose any Information of Client without its prior written consent, except for such disclosures as may be required by law. Consultant shall take appropriate action by instruction to its employees and agents who are permitted access to such Information to secure its protection under this section.

Upon written request by Client, Consultant shall surrender all tangible evidence of Information of Client, including notes, photographs, photocopies and memoranda.

In the event of unlawful use or disclosure of Client's Information by Consultant, and notwithstanding any agreement to mediate disputes under this Agreement, Client shall be entitled to bring an action for injunctive relief in addition to any other legal or equitable remedies available to Client in the circumstances.

**20. Applicable Law**

This Agreement will be governed by the laws of the State of \_\_Utah.

**Signatures****Client:**

Utah Counties Insurance Pool

By: \_\_\_\_\_

Signature

Lester Nixon

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Consultant:**

\_\_Pfeiffer Consulting Group

By: \_\_\_\_\_

Signature

\_\_Steven A. Pfeiffer

Title: \_\_President

Taxpayer ID Number: 87-0677825

Date: \_\_\_\_\_

## ***Appendix A***

For a fee of \$1725 per month (20,700 annually), Pfeiffer Consulting Group will do the following.

Review and oversight of pricing of program, and assistance in working with actuary and director to ensure adequacy of rates.

Calculation of experience modifications for all customers.

Calculation and promulgation of modifications for UCIP as a whole.

Premium tax calculation and assistance.

Assistance in individual account pricing or programs, for larger customers

Assistance, if desired in the audit process, to reflect additional payroll over the year.

Review and negotiate reinsurance as required.

Assistance in renewal application for pool (with the Labor Commission), and general updates and liaison with regulators. .

Claims reviews- assistance in working with TPA, or as needed.

Sales assistance

Pricing programs- individualized and customized pricing programs may be developed.

Attendance at board meetings, conferences as needed. Presentations for any of these programs could also be arranged.

Assistance as needed on Property and General Liability programs. Work could be the same as above, or others as needed.

**UTAH COUNTIES INSURANCE POOL**  
**Multiline Budget**

	2005	2006 Approved	2006 Approved Amended	2006 Proposed Amended
<b>REVENUE</b>				
Premiums Written	4,176,336	4,181,677	4,200,390	4,200,390
Risk Management Program Credit	-156,550	-157,500	-157,500	-157,500
Investment Income	300,000	350,000	350,000	413,260
<b>TOTAL REVENUE</b>	<b>4,319,786</b>	<b>4,374,177</b>	<b>4,392,890</b>	<b>4,456,150</b>

**LOSSES AND LOSS EXPENSES**

Prior Year Losses	0	0	1,697,896	1,697,896
Current Year Losses	2,397,344	2,507,183	800,000	800,000
Reinsurance	1,036,971	998,241	1,018,241	1,010,101
<b>TOTAL LOSS EXPENSES</b>	<b>3,434,315</b>	<b>3,505,424</b>	<b>3,516,137</b>	<b>3,507,997</b>

**ADMINISTRATION EXPENSES**

Accounting	6,700	2,000	10,000	10,000
Actuarial Analysis	4,000	8,500	8,500	4,000
Capitalization Costs - CRL	55,660	0	0	0
<b>TOTAL ADMINISTRATION</b>	<b>66,360</b>	<b>10,500</b>	<b>18,500</b>	<b>14,000</b>

<b>TOTAL LOSSES AND EXPENSES</b>	<b>3,500,675</b>	<b>3,515,924</b>	<b>3,534,637</b>	<b>3,521,997</b>
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<b>TRANSFER TO ADMINISTRATION BUDGET</b>	<b>819,111</b>	<b>858,253</b>	<b>858,253</b>	<b>934,153</b>
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**EQUITY / RESERVES**

Automobile	31,688	40,094	40,094	40,094
Building Debt Service	86,300	86,300	86,300	86,300
Building Repairs & Replacement	28,170	28,170	28,170	28,170
Capital (CRL)	205,245	261,245	261,245	261,245
<b>TOTAL DESIGNATED RESERVES</b>	<b>351,403</b>	<b>415,809</b>	<b>415,809</b>	<b>415,809</b>

Board Approved Tentative 9/23/05  
Membership Approve Tentative 12/01/05  
Hearing Held Final Budget Approved 12/15/05  
Board Approved Amended 12/15/05  
Board Approved Amended 8/22/06



**UTAH COUNTIES INSURANCE POOL**  
*Workers' Compensation Budget*

	2005	2006 Approved	2006 Amended Approved	2006 Proposed Amended
<b>REVENUE</b>				
Premiums Written	1,627,209	2,026,010	2,095,642	2,095,642
Loss Control Program Credit	0	-20,000	-29,150	-29,150
Investment Income	12,000	12,000	12,000	12,000
<b>TOTAL REVENUE</b>	<b>1,639,209</b>	<b>2,018,010</b>	<b>2,078,492</b>	<b>2,078,492</b>
<b>LOSSES AND LOSS EXPENSES</b>				
Prior Year Losses	0.00	0.00	948,465.25	948,465.25
Current Year Losses	975,511	1,191,311	297,828	297,828
Reinsurance	269,022	342,121	342,121	342,121
Third Party Administrator	150,000	150,000	150,000	150,000
<b>TOTAL LOSS EXPENSES</b>	<b>1,394,533</b>	<b>1,683,432</b>	<b>1,738,414</b>	<b>1,738,414</b>
<b>ADMINISTRATION EXPENSES</b>				
Accounting	8,000	2,000	7,500	7,500
Actuarial Analysis	4,000	8,500	8,500	4,000
Capitalization Costs - CRL	27,287	0	0	0
Consultant	0	18,000	18,000	18,000
Self-Insurer's Bond	37,500	37,500	37,500	36,200
Self-Insurer's Tax	0	70,000	70,000	53,700
<b>TOTAL ADMINISTRATION</b>	<b>76,787</b>	<b>136,000</b>	<b>141,500</b>	<b>119,400</b>
<b>TOTAL LOSSES AND EXPENSES</b>	<b>1,471,320</b>	<b>1,819,432</b>	<b>1,879,914</b>	<b>1,857,814</b>
<b>TRANSFER TO ADMINISTRATION BUDGET</b>	<b>167,889</b>	<b>198,578</b>	<b>198,578</b>	<b>220,678</b>
<b>EQUITY / RESERVES</b>				
Capital (CRL)	79,409	109,409	109,409	109,409
<b>TOTAL EQUITY</b>	<b>79,409</b>	<b>109,409</b>	<b>109,409</b>	<b>109,409</b>

Board Approved Tentative 9/23/05  
Membership Approve Tentative 12/01/05  
Hearing Held Final Budget Approved 12/15/05  
Board Approved Amended 12/15/05  
Board Approved Amended 8/22/06





**UTAH COUNTIES INSURANCE POOL**  
**Administration Budget**

	2005	2006 Approved	2006 Proposed Amended
<b>TRANSFERS</b>			
Multiline	819,111	858,253	934,153
Workers' Compensation	167,889	198,578	220,678
<b>TOTAL TRANSFERS</b>	<b>987,000</b>	<b>1,056,831</b>	<b>1,154,831</b>
<b>ADMINISTRATION EXPENSES</b>			
Automobile Expense	9,500	9,500	9,500
Automobile Reserve	25,000	25,000	25,000
Bank Charges	300	300	300
Board Expense	40,000	45,000	45,000
Building Lease Purchase	70,000	70,000	70,000
Building Maintenance & Repairs	25,000	10,000	10,000
Copying Costs	1,200	3,000	3,000
<b>Depreciation</b>	<b>0</b>	<b>0</b>	<b>98,000</b>
Dues / Subscriptions	4,500	4,000	4,000
Exhibiting & Sponsorship	17,500	17,000	17,000
Fees & Licensing	1,200	1,000	1,000
Incentives	7,000	5,000	5,000
Information Technology	25,000	25,000	25,000
Land Use Hotline Program	25,000	25,000	25,000
Lobbying & Legislative Tracking	10,000	10,000	10,000
Loss Control / Training	40,000	40,000	40,000
Office Equipment	7,000	7,000	7,000
Office Insurance	5,116	5,600	5,600
Office Supplies	7,500	7,500	7,500
Postage	3,000	3,000	3,000
Printing	5,000	2,500	2,500
Professional Fees	22,661	25,000	25,000
Property Placement	60,000	60,000	60,000
Staff Expenses	35,000	35,000	35,000
Staff Salaries	367,485	395,532	395,532
Staff Retirement	69,630	94,651	94,651
Staff Payroll	26,911	30,258	30,258
Staff Medical Insurance	70,496	95,490	95,490
Telephone	6,000	5,500	5,500
<b>TOTAL ADMINISTRATION</b>	<b>987,000</b>	<b>1,056,831</b>	<b>1,154,831</b>





# Utah Counties Insurance Pool Payments

November 17 - December 22, 2006

Type	Date	Numb	Name	Memo	Split	Amount
WF-Expense						
Check	11/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-665.36
Check	11/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-2,618.13
Check	11/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0858 1036	Office Supplies	-19.60
Check	11/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0789 0792	-SPLIT-	-457.42
Check	11/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-194.07
Liability Check	11/28/2006		QuickBooks Payroll Service	Created by Payroll Service on 11/28/2006	-SPLIT-	-13,131.79
Paycheck	11/29/2006		Anne M. Ayton	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	11/29/2006		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00
Check	11/29/2006	3705	Sonya J. White	Direct Deposit	-SPLIT-	0.00
Check	11/29/2006		Verizon Wireless	Invoice Number: 2090601964	Telephone	-65.64
Check	11/30/2006	3706	Dan McConkie	Trustee/President Service Award	Board Expense	-250.00
Check	11/30/2006	3707	Kay Blackwell	Expense Reimbursement	Board Expense	-44.00
Check	11/30/2006	3708	Catherine Wilkins	Line Dancing Instruction	Loss Control / Training	-350.00
Check	11/30/2006	3709	Pitney Bowes, Inc.	Invoice Number: 548449	Postage	-38.95
Check	11/30/2006	3710	Pitney Bowes Postage by Phone	Account Number: 8000-9090-0189-5759	Postage	-646.46
Liability Check	11/30/2006	3711	Utah Retirement Systems	Unit No: 864 (November 2006)	-SPLIT-	-8,886.21
Check	11/30/2006	3712	Anne M. Ayton	Reimbursable Expenses	-SPLIT-	-229.10
Liability Check	11/30/2006	3713	Utah Counties Insurance Pool	November Employee Benefits	-SPLIT-	-8,464.07
Check	11/30/2006	3714	Revco Leasing Company, LLC	Invoice Number: 135754	Copying Costs	-270.00
Check	11/30/2006	3715	Print2day	Invoice Numbers: 629688	Printing	-193.43
Check	11/30/2006	3716	Print2day	Invoice Numbers: 629527	Printing	-173.68
Check	11/30/2006	3717	Print2day	Invoice Numbers: 629546	Printing	-379.89
Check	11/30/2006	3718	Print2day	Invoice Numbers: 629546	Printing	-232.53
Check	11/30/2006	3719	Christensen & Jensen	Invoice Number: 46566	Professional Fees	-57.50
Check	11/30/2006	3720	Dan McConkie	Mileage Reimbursement	Board Expense	-278.57
Check	11/30/2006	3721	James Earleley	Mileage Reimbursement	Board Expense	-35.60
Check	11/30/2006	3722	Ira Hatch	Mileage Reimbursement	Board Expense	-231.40
Check	11/30/2006	3723	Gene Rounady	Mileage Reimbursement	Board Expense	-44.50
Check	11/30/2006	3724	Kenneth Bischoff	Mileage Reimbursement	Board Expense	-311.50
Check	11/30/2006	3725	James Nyland	Mileage Reimbursement	Board Expense	-280.35
Check	11/30/2006	3726	Steve Baker	Mileage Reimbursement	Board Expense	-284.80
Check	11/30/2006	3727	Kent Sundberg	Mileage Reimbursement	Board Expense	-240.30
Check	11/30/2006	3728	Positive Incentives	Invoice Numbers: 85622	Loss Control / Training	-628.05
Check	11/30/2006	3729	Tri-Tel Communications, Inc.	Invoice Number: 135886	Debt Service	-89.00
Check	11/30/2006	3730	Office Depot	Account Number: 35538769	Office Supplies	-71.66
Check	11/30/2006	3731	Shaney M. Kelleher	Mileage Reimbursement	Staff Expenses	-4.09
Liability Check	12/8/2006		Utah State Tax Commission	Transaction Number: 2185754	-SPLIT-	-1,809.85
Liability Check	12/8/2006	ONLI...	Nationwide Retirement Solutions	Entity: 644013	-SPLIT-	-3,349.81
Liability Check	12/11/2006	ONLI...	United States Treasury	Acknowledgement Number: 27067450085569	-SPLIT-	-4,537.88
Liability Check	12/13/2006	ONLI...	QuickBooks Payroll Service	Created by Payroll Service on 12/11/2006	-SPLIT-	-13,446.77
Paycheck	12/14/2006		Anne M. Ayton	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Brody S. Parker	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Charmaine G. Green	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Korby M. Siggard	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Lester J. Nixon	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Mark W. Brady	Direct Deposit	-SPLIT-	0.00
Paycheck	12/14/2006		Shaney M. Kelleher	Direct Deposit	-SPLIT-	0.00

# Utah Counties Insurance Pool

## Payments

### November 17 - December 22, 2006

Type	Date	Num	Name	Memo	Split	Amount
Paycheck	12/14/2006		Sonya J. White	Direct Deposit	-SPLIT-	0.00
Check	12/14/2006	3732	Qwest	Account Number: 801-565-8500 170B	Telephone	-476.80
Check	12/14/2006	3733	Verizon Wireless	Account Number: 765572973-00001	-SPLIT-	-116.52
Check	12/14/2006	3734	Charmaine G. Green	Education Reimbursement	Staff Expenses	-165.00
Check	12/14/2006	3735	Les Olson Company	Invoice Number: 0790625-IN	Copying Costs	-467.73
Check	12/14/2006	3736	Utah Safety Council	Invoice Number: 03443	Loss Control / Training	-420.00
Check	12/14/2006	3737	Color Transfer	Invoice Number: 06-1182	Exhibiting & Sponsorship	-205.74
Check	12/14/2006	3738	Professional Binding Products, Inc.	Invoice Number: PS10084893	Office Supplies	-59.95
Check	12/14/2006	3739	Brody S. Parker	Expense Reimbursement	-SPLIT-	-461.76
Check	12/14/2006	3740	Mountain View Software	Invoice Number: 13246	-SPLIT-	-30,100.00
Check	12/14/2006	3741	Positive Incentives	Invoice Numbers: 85645	-SPLIT-	-8,058.88
Check	12/14/2006	3742	Positive Incentives	Invoice Numbers: 85632	Exhibiting & Sponsorship	-513.89
Check	12/14/2006	3743	Office Depot	Account Number: 35538769	-SPLIT-	-675.84
Check	12/14/2006	3744	Shaney M. Kelleher	Mileage Reimbursement	Staff Expenses	-5.61
Check	12/14/2006	3745	PEHP-LTD	Coverage Period: November 2006	Staff Medical Insurance	-226.02
Paycheck	12/15/2006	3697	Anne M. Ayrton		-SPLIT-	-230.88
Paycheck	12/15/2006	3698	Brody S. Parker		-SPLIT-	-228.64
Paycheck	12/15/2006	3699	Charmaine G. Green		-SPLIT-	-230.77
Paycheck	12/15/2006	3700	Korby M. Siggard		-SPLIT-	-230.88
Paycheck	12/15/2006	3701	Lester J. Nixon		-SPLIT-	-230.88
Paycheck	12/15/2006	3702	Mark W. Brady		-SPLIT-	-226.58
Paycheck	12/15/2006	3703	Shaney M. Kelleher		-SPLIT-	-226.58
Paycheck	12/15/2006	3704	Sonya J. White		-SPLIT-	-226.58
Liability Check	12/15/2006	ONLI...	United States Treasury	Acknowledgement Number: 270674900624233	-SPLIT-	-4,720.92
Check	12/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0646 9788	-SPLIT-	-834.60
Check	12/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0646 9796	-SPLIT-	-1,942.86
Check	12/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0789 0792	-SPLIT-	-765.43
Check	12/22/2006	VISA	Wells Fargo	Account Number: 4856 2002 0633 9635	-SPLIT-	-316.21
Total WF-Expense						-115,397.56
WF-Work Comp Expense						
Check	12/1/2006	147	Pfeiffer Consulting Group, LLP	Invoice Number: 2006-12	-SPLIT-	-2,500.00
Check	12/1/2006	148	Alternative Service Concepts, LLC	Invoice Number: 0010864-IN	Third Party Administrator ...	-12,487.43
Total WF-Work Comp Expense						-14,987.43
TOTAL						-130,384.99